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# The Solicitors' Journal.

*LONDON, DECEMBER* 10, 1870.

WE NOTICED A SHORT TIME AGO (*ante* p. 34) that the *Alabama* claims were likely to enter into a new phase in consequence of the desire of individual shipowners to obtain compensation for their losses. This view of the subject seems to have received a good deal of attention in America, and we find in a late number of the *Chicago Chronicle* an article on "The *Alabama* Claims under a new Aspect," in which the rights of the individual sufferers from the captures made by the *Alabama* and other ships are most vigorously asserted. The writer indeed goes so far as to say that "it is doubtful if the United States Government has any business with the matter at all unless called upon to defend its citizens unjustly deprived of their rights." His view seems to be that each claimant should be at liberty to treat separately with the English Government. We have already given our reasons for thinking that this would not be practically possible, but it is well that there should be ample discussion as to the best means of settling these claims. The result of any discussion which really has for its object the settlement of the question can hardly fail to be beneficial. This we might hope would be especially the case if the matter were taken up in earnest by those who actually suffer by the delay. If the question were regarded as a matter of business, and not as an engine of political warfare, its settlement would not be far distant.

Since the article in the *Chicago Chronicle* was written the President's annual Message has appeared. The *Alabama* claims occupy a prominent position in the Message, and the President recommends Congress to give the Government authority to settle these claims with the individual claimants, so that the United States may become possessed of the ownership of these claims, and so be entirely free in its negotiations with respect to their settlement with this country.

If this suggestion should be adopted the *Alabama* question will become more than ever a matter of politics. The settlement of the claims themselves will be of only secondary importance, while the manner of their settlement will be treated as of primary importance. The United States have shown a disposition to assume the attitude of a man who not only requires that a disputed debt should be paid at once without any trial as to the disputed liability, but also that the payment should be accompaned by an abject apology by the alleged debtor for having incurred the debt; and if the Government buys up the claims it can pursue this policy without inflicting pecuniary loss on individual citizens.

We gather from the article in the *Chicago Chronicle* that the American Government hold, or are supposed to hold, an opinion that insurers who have paid for losses by capture could make no claim on any fund which might be paid over by the English Government, and that whatever might be recovered on account of such losses would belong to the United States. We are not informed as to the ground upon which this opinion has been arrived at, and it is not unlikely that there may be some misapprehension on the matter.

It is difficult to understand how such a view of the rights of insurers could be supported. Nothing is clearer than the proposition that an insurer who pays for a total loss is subrogated for the insured with respect to the thing lost. In the words of *The North of England Insurance Association* v. *Armstrong* (18 W. R. 520), the last case in which this point has been discussed, "in the case of a total loss, whatever remains of the vessel in the shape of salvage, or whatever rights accrue to the owner of the thing insured and lost, pass to the underwriter the moment he is called upon to satisfy the exigencey of the policy and he does satisfy it." There seems no reason why this principle should not apply to the *Alabama* claims. If it be the fact that the American Government does propose to retain the money claimed by the insurers, it will probably appear that this action of the Government is based on some political question, or some consideration of public policy, and not upon any ordinary principle of law.

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IN THE "BOOKSELLER" OF LAST OCTOBER appeared some strictures on "legal charges" in bankruptcy realisations of assets. We reprinted these remarks of our contemporary's (14 S. J. 935) for the sake of appending a few comments of our own, designed to correct a misapprehension. The writer had intimated something respecting the "legal charges for winding up the estate" bearing "a due proportion to the extent of the dividend." We pointed out, and as we thought politely, that to require that "legal charges" for work done in realisation shall be proportioned to "the extent of the dividend" involves an absurdity. There need not be any "legal charges" at all for realising assets by such means as collecting debts. If the trustee chooses to employ a solicitor to do work which he might do himself the solicitor must be paid according to the amount of work done, and not according to the amount of the debts realised, or the ratio which that amount bears to the aggregate of the bankrupt's liabilities. The trustee must pay the solicitor for that work done. Whether the trustee can, as between himself and the other creditors, claim to reimburse himself out of the assets may depend upon circumstances.

The *Bookseller* now in its turn reprints our remarks, with the following comments :—

"Our learned contemporary has here done the *Bookseller* an injustice. We do not reproach the lawyer; we reproach the law which permits such scandalous charges to be made. Such things will continue so long as lawyers have the making of laws; they take care of themselves just as naturally as booksellers would do if they had a society to regulate their profits. Lord Campbell, an eminent lawyer in his day, said that a booksellers' combination was illegal, even though it did nothing unjust. We say that the lawyer combination, both for the regulation of charges and for the examination of those charges, may be perfectly legal, but most unquestionably it is unjust. In Scotland they manage things better, and probably some day we may in London. We may mention that in North Britain the lawyer would have had but small pickings under such a trust as that referred to."

By which we perceive that our explanation of a matter, which after all is as much a matter of common sense as of law, has fallen upon uncomprehending ears. We must endeavour to be very plain. The Bankruptcy Act, 1869, was expressly modelled upon the Scotch plan, and it entrusts the task of realising the bankrupt's estate to a trustee. It is not necessary that any solicitor should be employed in the collection of debts: if the trustee chooses to employ one, the solicitor's charge will be necessarily proportioned to the amount of work done, the number of letters written, and so forth. That is the trustee's look out. If he employs a solicitor to collect a quantity

of small debts which he could just as well collect himself the other creditors may blame him, but not the solicitor, for the consequent reduction of their balance. We need not reply to the remarks about a "lawyer combination."

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THE DECISIONS of the Indian High Courts are occasionally somewhat startling. Of this we have an instance in a recent case before the High Court of Calcutta. A prisoner, convicted by the Sessions Judge of Sylhet, appealed against the conviction on the ground that the judge who tried him was sworn and gave evidence at the trial (which was without a jury, as is the case in most criminal trials in India). The appeal was dismissed, and Mr. Justice Norman, at the end of a long judgment, laid down that in such a case a judge is a competent witness, and that the giving of evidence does not preclude him from dealing judicially with the evidence of which his own forms a part. In support of this decision Mr. Justice Norman quoted the 14th section of Act II. of 1855, which enacts that the following persons *only* shall be incompetent to testify, viz., children under seven years of age and insane persons; and said that no exception was thereby made as to a judge testifying in a case before himself. He also quoted from Hawkins' Pleas of the Crown the following passage:—"It seems agreed that it is no exception against a person giving evidence for or against a person that he is *one of* the judges who are to try him." The words which we have italicised seem to have escaped Mr. Justice Norman. When a person is being tried by several judges, one of such judges may undoubtedly leave the Bench and go into the witness-box. But then, having given evidence, he ought not to return to the Bench, and take part in the decision. This is the law both in Scotland and in Spain; but the point has never been expressly decided in England. Where there is but a single judge there can be no doubt that he cannot leave the bench and go into the witness-box, for while he is deposing as a witness there would be a vacancy in the office of judge. Mr. Taylor, in his "Treatise on the Law of Evidence," lays down this rule, quoting in support thereof a case decided by the Supreme Court of Louisiana, which was exactly on all fours with the Indian case; although it would seem that there is no English authority for the rule. But that the rule is rightly laid down we entertain no doubt, and if it be so, then the decision of Mr. Justice Norman must be wrong, for it is plain that the section of Act II. of 1855 will not bear the forced construction that he puts upon it.

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THE CASES OF Ameer Khan and Hashmadad Khan, which we alluded to at some length in a previous number (*ante* p. 2), were before the Judicial Committee of the Privy Council on Monday last. Applications were made, as will be remembered, to Mr. Justice Norman to issue a writ of *habeas corpus* in both cases, and the application was refused on the ground that by the joint effect of Bengal Regulation III. of 1818 and Act III. of 1858, the Habeas Corpus Act is perpetually suspended in India as regards political prisoners. From the decision of Mr. Justice Norman an appeal was preferred to the High Court of Calcutta, and the High Court was asked to advance the case, but this was refused. Then a petition was presented to the Judicial Committee of the Privy Council for special leave to appeal direct from Mr. Justice Norman to the Judicial Committee.

The petition came on for hearing on Monday. Meanwhile the appeal to the High Court of Calcutta was heard and dismissed, and the result was telegraphed home. The Judicial Committee felt unwilling to decide upon the petition without hearing the grounds upon which the High Court dismissed the appeal. They, therefore, ordered the petition to stand over, with leave to amend generally, until the sittings after Hilary Term, by which time the full report of the appeal to the High Court will have arrived. Then the question of the suspension of the Habeas Corpus Act will be fully argued.

## THE SCHOOL BOARD ELECTIONS.

The late election for the school board in the metropolis has raised several legal questions. The first one is as to the method in which the elections ought to be chal lenged, supposing them invalid. If there had been no provision on the subject in the Education Act, it is probable that the Court of Queen's Bench would have held the membership of the school board to be an office in reference to which an information in the nature of a *quo warranto* would lie. It seems clearly an office of a public nature. The decisions as to what are such offices are somewhat contradictory; it is not, however, necessary to discuss them, as the Court would not be likely to interfere by *quo warranto* if the Act provides any other means for trying the validity of an election. By the 33rd section of the Act it is enacted that if any question arises as to the right of a person to act as a member of a school board under the Act, the Education Department may, if they think fit, inquire into the circumstances of the case and make such order as they think just for determining the question, and such order shall be final unless removed by *certiorari* during the term next after the making of such order. It seems clear, therefore, that the proper course for any person who desires to object to the elections to take is to apply first to the Education Department. If they inquire into the case and make an order, and it is desired to appeal from this, the course would be to move in the Queen's Bench for a *certiorari* that it might be reviewed. If the Education Department were to decline to inquire into the case, it may be that the Court of Queen's Bench, on being satisfied that there was a *primâ facie* case requiring investigation, would grant a mandamus to compel the department to entertain the question and decide it one way or the other. There would, however, be some difficulty in this, as the Act seems to make the inquiry by the department discretionary. If the Court considered no such mandamus could issue, it is possible that they might, in the exercise of their discretion, permit a *quo warranto* information to be filed.

The next questions that arise are as to the various objections that have been taken to the elections. We will consider first the one that appears to go most to the merits or substance of the case—viz., the non-reception of votes at various polling places at or about the time of the closing of the poll. Probably an election at which clearly insufficient means of taking the poll were provided whereby a considerable number of voters were prevented from giving their votes would be no election at all in law, and would be declared void. In a Parliamentary election, however, the number of polling booths and the like is now regulated by statute, and where the statutory accommodation is provided, we do not think an election could be avoided on this ground. At the late election certain regulations as to the election were promulgated which practically have the same force as if they had been contained in the Act of Parliament. The determination of the number of polling places was, however, practically left to the deputy returning officer of each division, and, therefore, the question may be open. At the same time we doubt whether any of the reports of what took place at the various polling places towards eight o'clock show a state of facts upon which the election could be avoided. A further question might have arisen which, if the ballot is to be introduced in other elections, may become of general importance, and that is—what, in such a process, is the act of polling? It is clear that votes ought not to be received after the close of the poll, but what should be done as to votes which, as it were, are in process of being given at the time for closing the poll? We believe that in Parliamentary elections, in which, since the establishment of registers of voters, the vote of each can be taken very rapidly, the practice is that if any elector is in the act of giving his vote when the clock strikes it is reckoned, although the poll clerk may not

actually have made the mark in the book which indicates the vote. Under the old system where the right to vote had to be decided by the sheriff or his assessor the process of voting was lengthy, and questions have arisen as to whether a vote tendered before the close of the poll, but not decided to be a good vote until after the time, could be reckoned. Two committees seem to have given opposite decisions on that point: see the *Middlesex case* (2 Peckwell 338), and *Ipswich* (K. & O. 378). The committees did not, however, give any reasons in either case, and there were other points involved in the cases before them, therefore it cannot be said that there is any authority upon the matter, but the arguments and notes in the case in Peckwell throw a considerable amount of light upon it. At the late election regulations of the Education Department directed that the ballot boxes should be closed at eight olock. This precludes any question now arising, though we think it would have been better to allow the votes of persons who had been admitted to the polling place before eight o'clock to have been taken.

As to the objection that inspectors of votes ought to have been appointed, as required by the Metropolis Management Act, 1855, probably the first point that will strike any one who attempts to investigate the question will be the extreme difficulty of finding out whether that Act or the regulations of the Education Department ought to prevail. The 31st section of the Education Act, the 37th section, sub-section 6, the 94th section, the second schedule, first part, clauses 1, 3, and 4, all have to be referred to, and the relative force of the order and the Act is found to be stated in different places in several different ways. Reading them together, the total result seems to be this. The election is, subject to any order made under the power given to the department, to be according to the Act of 1855. The power to make orders is restricted by the proviso that the poll in the metropolis be taken according to the Act. Any order made is however to be deemed within the power whether it is or not. And finally, any order relating to the metropolis shall supersede the provisions of the Act of 1855. No wisdom but that of the British Legislature could be capable of using such language to convey what, after all, is probably meant, viz., that the Education Department may make any order they please, but that any cases not provided for by their orders shall be governed by the Act of 1855. Reading the Act thus, it would seem that the late elections are valid, because the regulations did provide for the appointment of inspectors of votes, and therefore it was not necessary that inspectors should be appointed in the manner provided for in the Act of 1855. On the other hand, if the true construction of the Act is that the Education Department might have directed that inspectors should not be appointed in the manner mentioned in the Act of 1855, and that such direction would be good, but that in the absence of a direction to this effect the Act would prevail, then, upon the construction of the orders actually issued, the question arises whether a direction that inspectors should be appointed in a specified way is equivalent to a direction that they should not be appointed in any other. Inasmuch as there is nothing in the nature of the case to limit the number of inspectors, and no reason why inspectors appointed in one way on behalf of the candidates, should not act together with other inspectors appointed in another way on behalf of the ratepayers, it would seem that in this view of the statute the late election would be at all events informal.

Whether the informality would vitiate the election is a further question of doubt. There is a provision that no election under the Act shall be questioned on the ground of any defect in the title of any officer connected with the election. This, however, does not meet the difficulty, because the objection is not that there was any defect in the title of the inspectors actually appointed, but that they ought to have been assisted by others appointed by and on behalf of the ratepayers.

We do not think there is much chance of the election being ultimately upset upon this objection. Even if the true construction of the Act is, that any particular provision of the Act of 1855 will apply to the election unless it is clearly excluded by the order of the department, it is quite arguable that in the present case the order does clearly exclude this provision. The order provides for two inspectors of votes being elected by the candidates. It then says the inspectors are to decide on the validity of voting papers, but that if they are divided in opinion the presiding officer is to decide between them. This seems to assume that there will be only two inspectors. If there were two for the candidates and two for the ratepayers, they might be divided three to one, and there would be no necessity for calling in the presiding officer. There are other things in the order which seem to show that it was not intended that there should be more than two inspectors, but there is no express exclusion of this provision in the Act. It seems a pity that there was not.

## THE JURY ACT.

We have on several occasions lately noticed the difficulties created by this Act as to the method of remunerating the jurors, but we have not as yet drawn attention to its provisions in other respects. We had anticipated that the rules framed by the judges would have dealt with some of the other questions arising upon the Act, as well as with that of the remuneration. They have not, however, done so.

It will be remembered that the Act was passed to remedy the grievances which have been so loudly complained of in late years by jurymen summoned in Middlesex and London. These complaints came principally from special jurymen, and were founded for the most part on the frequency of the summonses they received. We do not believe that these gentlemen objected to take their fair share of a public duty, but their grievance was that the duty was not fairly apportioned amongst those liable to perform it, and, moreover, was made needlessly irksome by the process of summoning different special jurors for each cause. As regards the remuneration, again, we do not believe that this was much regarded. It was, of course, felt as a grievance that a juror sitting for three or four days or more to try a long cause was not entitled to any more than a juror sworn to give a formal verdict on a case which had been settled, and this was a point upon which some alteration was undoubtedly required. At the same time we think we are right in saying that upon the question of remuneration, the feeling of jurymen was not so much that they ought to be paid a fair remuneration for what they did, as that if they could get paid a fair remuneration for what they did, it would ensure their being fairly summoned in turn, because it would be to no one's interest to do otherwise. We rather doubt whether this reasoning was well founded because to many persons the inconvenience of attending on a jury will be such that no remuneration would adequately pay for it. What was required, therefore, was a new system under which the public duty of serving on a jury might be properly apportioned amongst those liable to it.

Let us now see what the new Act has done to remedy these grievances. In the first place the separate special juries for each cause in London and Middlesex have been done away with, except in cases in which an order has been obtained for a special jury to be summoned according to the old practice. This is undoubtedly a great improvement, although it depends to some extent upon the sheriffs or their officers whether it does not introduce a new grievance almost as great as the old. By the 21st section the sheriff or other officer may, with the consent of the judge, make regulations for the time of attendance, and send them with the summons. If this is acted on so that there may be several fresh panels of jurymen during the after term sittings, which last for about a fortnight, the jurors will be benefited, but, of course, if

they had to attend upon their summons throughout the sittings, they would be little better off than before. We had expected there would have been some rule on this point, although probably, as the exercise of the power in question will rest with the under-sheriffs or some officer of similar position, and not with the summoning officers, there is no reason to suppose that the interests of the jurymen will not be fairly looked after. Assuming, therefore, that the new system of having a panel of special jurors for the sittings will be so acted on as to be of advantage to the jurors, the next question is, how will it affect suitors and practitioners? The necessary result is that it has done away with the list of appointments of special jury cases. Formerly an attorney engaged in a special jury cause in London and Middlesex could be certain that his cause would not come on before a certain day in the sittings for which the special jury were appointed and summoned. Of course he could not ensure its coming on on that day, but if he succeeded in obtaining a day late in the sittings in proportion to the place of the cause on the list, he might rely on its coming on very shortly after if not on the very day. It is needless to say that this was a very great convenience and also saved expense, from its not being necessary under any circumstances to have the witnesses ready before the day appointed. To counsel also the system was a convenience. Now it will be necessary for an attorney to watch the list from day to day to see when his cause will be likely to come into the paper; and as at the commencement of the sittings it will not be possible to form anything but a guess when the cause is likely to be in, he will practically have to have his witnesses within easy call, if not absolutely in attendance long before they are really wanted. It would not be fair, however, to attribute these inconveniences entirely to the Act. We see no reason why rules might not have been made to remedy it. It might not be possible without inconvenience to appoint all the special jury cases not to be taken before a named day. Even this might be done if the days named were sufficiently early; but of course, in that case, there would be less gained by doing it, as the uncertainty when the cause would come on would be nearly as great as at present. At any rate, however, the associate might have power to appoint a certain number of the cases for certain days. These cases might be selected from the others merely by priority of application, or, what would probably be better, by requiring some ground to be shown, such as the number of witnesses, their residence out of town, or the like. We are aware of course that the presiding judge may, upon sufficient ground shown, direct that a cause be not taken before a particular day, but this is a very different thing from having some system by which the same result might be attained as a matter of right on observing certain formalities. It is not necessary now to point out what rule should be made. It is sufficient to say that the appointment of certain days for causes, which the old system of summoning jurors incidentally made necessary, was found not only not to be inconvenient, but to be in many respects very convenient, and that although it is not now necessary, there can be no difficulty in again making it possible by framing appropriate rules. We are not, however, very sanguine in our expectation of such rules being ever made. They would doubtless throw difficulties in the way of the process known as "smashing a cause list," and though we would not attribute to the judges an intentional design to facilitate this operation, yet they are hardly likely to take the initiative in throwing difficulties in the way of it.

Returning now to the grievances of jurymen. The 19th section of the new Act provides that no person shall be liable to be summoned on any jury or inquest, except a grand jury, more than once in any one year, unless all the jurors upon the list have been already summoned to serve during the year. This, again, is a very proper provision, but we rather think it requires some further machinery to be provided, by rules or otherwise, to ensure its working. As the law stood before, there was no provision protecting special jurors from frequent summonses. As regards common jurors they might get a certificate of their service, and then were not liable to serve again until after a certain time, varying from half a year or thereabouts (two terms and vacations) in Middlesex, to four years in the county of York. In most English counties the time was two years. Besides giving these certificates the under-sheriff was bound to register the services of jurymen, and if any "sheriff or other minister" wilfully transgressed in summoning a juryman contrary to these regulations, he might be fined in a summary way by the court to which the juryman was summoned. These provisions are not affected by the new Act, but the provisions as to certificates and fines are not extended to cases of exemption arising out of the new Act. Consequently, a juror improperly summoned within a year of his previous service will have to attend to plead his excuse, and when he does so, we do not see that anyone can be fined for improperly summoning him, even if it was done wilfully. Some regulations should have been made as to this. The provision for giving certificates ought to have been extended to special jurors, and any juror summoned a second time within a year, unless the summons informed him that he was so summoned in consequence of the whole list having been gone through—a contingency which we imagine is not very likely to occur—should be entitled, instead of attending, to send by post to the associate or other officer of the court his summons together with the certificate of his previous service. It should then be someone's duty to inquire into the matter, with a view to fining the offender if the improper summons was wilfully or negligently issued. It is true that under this system occasional inconvenience might be caused by an insufficient number of jurymen attending. We think, however, that the result of providing so simple a method for remedying the inconvenience would be that jurymen never would be summoned out of turn. As it is we do not see why a system should not soon grow up again of summoning persons out of their turn for purposes of annoyance or extortion, as has notoriously been done of late years. The annoyance of having to attend the Court to claim exemption, and being told by the judge that the conduct of the summoning officer was very wrong, and then finding that there was practically no remedy against the officer will be nearly as great as that of having to serve frequently. We do not see why the under-sheriffs should not have power, subject to a right of appeal, of inflicting fines on their subordinates or summoning officers for misconduct. If it were known that a complaint to the under-sheriff would be effectual, this would at once put down anything like a system of extortion or annoyance, and certainly would be far more effectual than an enactment such as the present that persons shall not be summoned too frequently without saying what is to happen if they are.

Some remarks have been made upon the supposed inconsistency of the 16th and 19th sections, of which one says that any special juryman summoned for one court shall be qualified and liable to serve in any one of the other courts, if required, and the other says that no juryman shall be liable to serve in more than one court on the same day. Without commending the draftsmanship, it is sufficient to say that there is no real inconsistency. A juryman is not bound to be in two places at once, he is to be upon the panel for one court only, but when there, if not wanted, his services may be made available elsewhere, where he is wanted, instead of keeping him idle. Again, jurors are to have six days' notice of their being wanted, and are not to be liable to fine, unless the summons is served six days, at least, before their attendance is required. The result of this is that if the mode of service of the summons by post, provided by 25 & 26 Vict. c. 107, s. 11, is adopted, there must be eight days between the posting of the summons and the day of attendance. Thus it will not always be practicable for

sheriffs to summon special jurors by post, as the notice that a cause is to be tried by a special jury need only be served six days before the first day of the sittings, or commission day. As this notice now has to be accompanied by the payment of £12 12s., it is not likely that it will be given much earlier than it need be, and until the sheriff gets notice of, at least, one special jury cause to be tried, he will not be justified in summoning the special jury.

The Act also provides that the qualification to be a special juror shall not be an exemption from service as a common juror. Of course, however, service in either capacity within a year, will be an exemption from liability to be summoned again.

The Act also consolidates the list of persons exempt from service on juries, which is now to be found in the schedule to this Act, instead of having to be collected, as before, from several Acts, some of them relating to totally different matters. It also makes the qualification of jurors in Wales the same as in England, it having formerly been smaller; it makes aliens liable to serve after ten years domicile, and it abolishes the jury *de medietate*.

We need not now repeat our remarks upon the remuneration section of the Act and the rules upon it. We fear that the trouble and difficulties in which the judges found themselves involved when passing the necessary rules on that point have prevented their turning their attention to other points in which they might, by appropriate rules, have substantially improved the working of the Act.

## RECENT DECISIONS.

### COMMON LAW.

MISREPRESENTATION—EVIDENCE—DIRECTORS OF COMPANY—PROSPECTUS—SHARES APPLIED FOR BUT NO DEPOSIT PAID.

*Bevan* v. *Adams*, C.P., 19 W. R. 76.

This was an action for a fraudulent misrepresentation by the defendants, the directors of a company. The alleged misrepresentation was contained in a prospectus, in which the defendants stated that half of an issue of 5,000 shares "had been subscribed for." Letters of application for half the number of shares had been received, but the deposit actually paid on these applications was only for about one quarter of the issue. There was some confusion as to the exact terms of the direction to the jury by Bovill, C.J., who tried the cause, but for the purposes of this decision it was taken that the direction was "that it was not material whether the deposit was paid on the whole of the shares." It was held that this ruling "was too wide in its terms," as it might "have been understood as excluding the fact of the non-payment of the deposit as being material in any view of the case."

It would seem that the question for the jury was whether the representation that the shares had been subscribed for was substantially false. Probably, if with the exception of one only, half the shares had been applied for, and the deposit paid, there would have been no doubt that there was substantially no false representation. If, on the other hand, the deposit had been paid on only one share it would be clear that there had been a misrepresentatien. The question was one of fact for the jury, and the direction was wrong because it might be understood by the jury as withdrawing from them the consideration of the question of the payment of the deposit. There was also a point in the case as to the exercise by the judge at a trial of his discretion to allow amendments in the pleadings. Willes, J., explains the principles on which substantial amendments affecting the cause of action, and not merely the form of the statement of the cause of action, ought not to be allowed.

### EQUITY.

FRAUDULENT FREFERENCE—BANKER—CREDITOR.

*Re Patent File Company*, V.C.S., 19 W. R. 44.

In cases of fraudulent preference there is a distinction between transactions with a banker and transactions with an ordinary creditor. To the general doctrine as to fraudulent preference a very reasonable qualification has been introduced—that the assignment to be fraudulent must be an assignment, not for the purpose of raising money to enable the trader to go on with his trade, but for the purpose of paying some favoured creditor, or making some payments to all his creditors, otherwise than through the Court of Bankruptcy. In either of these cases it is an act of bankruptcy. *But if it is for the purpose of enabling him to raise money to go on with his trade*, that cannot be called a fraudulent act, as tending to defeat and delay his creditors, for it probably is, or may be, the wisest step he can take "to promote the interest of his creditors" (*Re Colemere*, 14 W. R. 318, L. R. 1 Ch. 128). *Primâ facie*, an assignment even of all a debtor's property to receive a present advance is not a fraudulent preference of the particular creditor. This is especially so, as the Vice-Chancellor pointed out, in the case of a banker, who requires security for accommodation, the immediate purpose of which is to enable the borrower to carry on business. To obtain such accommodation is consistent with mercantile usage (*Bittlestone* v. *Cook*, 6 E. & B. 296), and does not cripple the debtor in his trade. Of course, as the Vice-Chancellor was careful to point out, there may be a complete case of fraudulent preference in a case of dealing with a banker; but where a security is given to a banker there seems to be a sort of presumption that it is given to obtain trade accommodation rather than as a preference. The question, what amounts to a fraudulent preference, was considered in the recent cases of *Ex parte Foxley* (16 W. R. 831), *Alton* v. *Harrison* (17 W. R. 1034), and *Mercer* v. *Peterson*, (*ib.* 486).

## REVIEWS.

*The Law of Boundaries and Fences, including Rights to the Seashore.* By A. J. HUNT, Barrister-at-Law. Second Edition. Butterworths. 1870.

Mr. Hunt chose a good subject for a separate treatise in boundaries and fences and rights to the seashore, and we are not surprised to find that a second edition of his book has been called for. An Englishman's tenacity of his own land to its uttermost inch is proverbial, and there are no more frequent causes of litigation than the disputes which so often arise between adjoining owners as to their respective rights at or near the boundary-line. There has been a tolerably long list, too, of cases respecting public and private rights of navigation, fishing, &c., in navigable and non-navigable rivers. Mr. Hunt's labours, therefore, have been in a field fertile in lawsuits, and have been, and no doubt will continue to be, appreciated by a numerous class. The present edition contains much new matter. The chapter, especially, which treats on rights of property on the seashore, has been greatly extended, sections having been added on "sea-walls" and "commissions of sewers." Additions have also been made to the chapters relating to the fencing of the property of mine owners and railway companies. All the cases which have been decided since the work first appeared, have been introduced in their proper places. Thus it will be seen this new edition has a considerably enhanced value.

Mr. John F. Isaacson, solicitor, of Norfolk-street, Strand, is a candidate for the appointment of solicitor to the newly-formed London School Board.

UNIVERSITY COLLEGE, LONDON.—Joseph Hume scholarship in jurisprudence.—At the Session of Council on December 3rd, this scholarship of £20 per annum, tenable for three years, was awarded to Mr. George Serrell, M.A., London, in accordance with the report of the examiners, Professor Sheldon Amos and James Anstie, Esq.

## COURTS.

### MIDDLESEX SESSIONS.

The following communication from the Treasury to the Clerk of the Peace for Middlesex, was read at the Middlesex Sessions this week :—

"Treasury-chambers, November, 1870.

Sir,—With reference to the return of criminal prosecution expenses for the county of Middlesex in the half-year ended the 30th of June, 1870, I am desired by the Lords Commissioners of her Majesty's Treasury to state that in all cases at the Sessions where the number of witnesses did not exceed four they have reduced the fee to counsel to 23s. 6d., which they consider to be sufficient when no explanation is offered to justify a higher fee; and throughout the accounts their Lordships have allowed 12s. 6d. for brief, instead of 21s. and upwards, in accordance with the arrangement made many years since that the former sum should be allowed to the county solicitor for copy of depositions in every case on his conducting the prosecution; any solicitor retained by the prosecutor himself for this purpose being only recognised as acting on behalf of his client. Should any explanation be desired on this or any other point, the Examiner of Criminal Law Accounts will be glad to confer with yourself, or the Deputy Clerk of the Peace, on an appointment being made for that purpose. Three unsigned orders are herewith returned, to be included when signed in the next return. The remaining disallowances and reductions are similar to those mentioned in former communications from this board. I am to add that great inconvenience is occasioned by the separation in the return of the orders for expenses, for supplementary orders, for professional allowances, payment of additional witnesses, &c., and all orders connected with the same case should follow one another regularly. Much trouble and loss of time would be saved by arranging the cases in the order in which they stand on the calendar. In future, the particular session to which each prisoner was committed must be stated in the order for the conveyance of convicts, or the expenses of their conveyance cannot be allowed.—I am, sir, your obedient servant,

" J. STANSFIELD.

" The clerk of the Peace for the County of Middlesex."

### COURTS OF BANKRUPTCY.

(Before Mr. Registrar ROCHE, acting as Chief Judge).

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*Bankruptcy Acts*, 1861 *and* 1868—*Deed of Composition—Non-payment of covenanted composition payment.*

On the 29th December, 1869, the debtor, a City merchant, made a deed of composition with his creditors (which was registered under the Bankruptcy Acts, 1861 and 1868, on the 30th December), whereby, after reciting that he, being unable to pay his creditors in full, proposed to pay them a composition of two shillings in the pound by two instalments of one shilling each at the expiration of three and six calendar months, to be secured by the debtor's covenant, and reciting that the creditors had agreed to accept such composition, to be secured in manner aforesaid in full satisfaction and discharge—the debtor covenanted to pay the composition in manner aforesaid; and it was further witnessed that the creditors did thereby accept such covenant for payment of such composition in full satisfaction and discharge of their several and respective debts and demands, and in consideration of such covenant did thereby acquit, release, and for ever discharge the debtor, &c., therefrom and from all actions, &c. The deed also contained a proviso that it might be pleaded as a full and perfect bar and discharge in any court of law or equity, but no saving clause in the event of non-payment of the instalments.

The creditors whose proofs were objected to were assenting parties to the deed, and the composition had not been paid. Subsequently to the registration of the deed one of the non-assenting creditors brought an action against the debtor to which he pleaded the deed in bar, but he afterwards withdrew his plea and allowed the creditor to sign judgment by default. Execution was ultimately issued, and the debtor thereupon presented a petition for liquidation of his affairs by arrangement or composition, and an injunction was granted restraining the creditor from proceeding further upon the judgment. At the first meeting of creditors, on the 10th of November, it was objected on the part of *Knight's* clients (one of whom was a creditor at the date of the deed, but did not assent, and the other a creditor whose debt was contracted subsequent to the deed) that the assenting creditors were only entitled to prove for the composition of two shillings in the pound. By means of the votes of these creditors for the full amount a resolution was carried for an adjournment to the 17th of November, a counter-resolution being passed for liquidation of the debtor's affairs in bankruptcy. The matter came before Mr. Registrar Keene on the 17th of November, on the adjudication upon the proofs in question. It was urged for the assenting creditors that as a judgment had been obtained against the debtor since the deed it was not good against other creditors, and the Registrar held that the creditors objected to were entitled to prove for their original debts. The adjourned first meeting was held on the same day, when a resolution was carried by the same creditors to accept an unsecured composition of two shillings in the pound at three and six months' dates. A counter resolution for liquidation of the affairs of the debtor in bankruptcy was again passed by other creditors. The registration of the deed had not been cancelled or its validity adjudicated upon in any way.

The matter now come on before Mr. Registrar Roche, acting as Chief Judge.

*F. Knight* now moved, by way of appeal, from Mr. Registrar Keene's order.

*Reed* and *Brough*, for the assenting creditors, contended that as the composition had not been paid the deed was of no avail against them, that the general scope of the deed must be looked at, and that they were entitled to prove for the full amount.

*F. Knight* in reply.

Mr. Registrar ROCHE said it appeared to him the question must not be decided upon the merits, but upon the question of the resolution. It was a dry question of law. He entirely agreed that the general scope of the deed must be followed. The payment of the composition was a condition precedent, and the condition upon which the release was granted had not been complied with. The consideration for the release was the payment of the money; it had not been paid, and the terms of the deed had not been complied with in the slightest degree. The deed was entirely gone. His Honour thought that the decision of Mr. Registrar Keene was a very proper one, and he should admit the proofs for the full amount. As to the question of costs, his Honour thought these creditors had not been improperly brought before him, and that it was a very fair case. It was the first time the point had been decided. He would not dismiss the appeal with costs, but the creditors objected to must be allowed to add their costs to their debts.

*Order accordingly.*

Solicitor for the appeal, *W. D. H. Oehme.*

Solicitor *contra*, *J. G. Watson.*

(Before Mr. Registrar PEPYS.)

Dec. 2.—*Re Wilson.*

*Bankruptcy Act*, 1869, *s.* 32—*Preferential payments—Parish rates.*

This was an application on behalf of a debtor who had filed a petition for liquidation under the 125th section of the Bankruptcy Act, 1869, for an order to restrain the collector of poor's rates for the parish of St. George, Bloomsbury, from taking further proceedings under a distress levied upon the effects of the debtor.

The facts were, briefly, thus :—In August last the debtor filed a petition for liquidation, and at the first meeting, held on the 7th September, the creditors resolved to accept a composition of 10s. in the pound, by certain instalments, in satisfaction of their claims; and at the adjourned sitting that resolution was confirmed, and the same was afterwards duly registered. The accounts filed by the debtor under the liquidation proceedings included a claim of £17 5s. 2d., being the amount of poor's rates due to the parish of St. George, Bloomsbury, and notice was duly given to the collector of the first meeting. Some few days since the collector levied a distress upon the debtor's effects for the amount of the rates due, and application was thereupon made *ex parte* for an order restraining further proceedings. The Registrar (Mr. Murray) declined to grant an injunction *ex parte*, but gave leave to serve short notice of motion.

*Doria* in support of the application.—The question in this case is of some importance, whether in the case of a liquida-

* Compare *Smallfield* v. *Currie*, decided in the Queen's Bench on the same day.—ED. *S.J.*

tion by arrangement parochial rates must be paid in priority to the other debts. Now, if the resolution be binding upon the other creditors it is binding upon the parish, for their officer had notice of the first meeting, and it was his duty to have attended and objected to the passing of the resolution; and by the 126th section, 6th clause, the resolution binds all creditors who receive notice, but it does not affect or prejudice the rights of creditors who do not receive notice.

Mr. Registrar PEPYS.—By the 32nd section parochial rates due from a bankrupt at the date of the order of adjudication have priority.

*Doria.*—This is not the case of a bankruptcy, and it is submitted that the 32nd section does not apply. It is contended further that as the debt in this case was proveable and the resolution has been duly registered the debtor and his estate are discharged. Indeed, the estate is no longer the estate of the debtor: *Re Wetherell and Courthorpe*, 19 L. J. M. C. 115.

No one appeared on behalf of the parish.

Mr. Registrar PEPYS.—In this case I do not think the Court has any jurisdiction to make a restraining order. By the terms of the 32nd section parochial rates have priority over other debts due from a bankrupt, and the question then arises, can a liquidation by arrangement be considered for this purpose as equivalent to bankruptcy? Now, having regard to the words of section 125, clause 7, "the property of the debtor shall be distributed as in bankruptcy," I think it must be so considered, and I cannot assent to the argument that the registration of a resolution of creditors is equivalent for this purpose to the granting of an order of discharge. I am of opinion, therefore, that the parish is entitled to be paid in full, and I decline to make any order upon this application.

Solicitors for the debtor, *Shaen & Roscoe.*

## COUNTY COURTS.

### IPSWICH.

(Before JOHN WORLLEDGE, Esq., Judge.)

Sept. 29, 30, Oct. 21, Nov. 16.—*Re Gross, a bankrupt.*

*Trust—Constructive notice—Earmarking—Funds of defaulting trustee in the hands of his bankers—Appropriation of payments.*

*Endorsement of parcel of deeds by solicitor, with the name of a client to whom he was indebted, held an equitable transfer to the client.*

*Bankruptcy Act*, 1869, *s.* 92. *Held, that for the purposes of this section as a test of "fraudulent preferences," the three months mentioned in the section are to be reckoned backwards from adjudication and not from the act of bankruptcy on which the adjudication was grounded.*

The questions in this case arose out of the bankruptcy of Mr. Benjamin Lillistone Gross, solicitor, late county treasurer for the Eastern Division of Suffolk, upon two summonses issued under section 72 of the Bankruptcy Act, 1869, by the trustee under the bankruptcy, one calling upon the National Provincial Bank, Miss Stone, and the Magistrates of the Division to answer the claims of the trustee to the moneys of the bankrupt in the National Provincial Bank; and the other calling upon Messrs. Bacon & Co., bankers, Miss Stone, and the Magistrates to answer the claims of the trustee to the moneys of the bankrupt at Messrs. Bacon & Co.'s. Another claimant, Mr. Girling, was afterwards made a party to the proceedings.

Shortly the facts were as follows:—Mr. Gross, at the date of his disappearance, besides his own private account and one or two separate accounts belonging to his practice as a solicitor, which he kept at the National Provincial Bank, Ipswich, kept several separate county accounts at the National Provincial Bank, and two at Messrs. Bacon & Co.'s, Ipswich. He was in the habit of mixing the county moneys with his own moneys by paying cheques received by him as county treasurer to his own private account, and drawing cheques upon his private account in favour of the county accounts, to bring their balances up to the audited figures. Miss Stone and Mr. Girling were clients of Mr. Gross, from whom in the course of business he had received sums of money to be employed for their benefit, which sums however, after having been passed to his private account had not been so employed. In April last Mr. Gross committed an act of bankruptcy, by absconding, and was afterwards adjudicated bankrupt. There being a deficiency of assets to meet all claims, the present summonses were taken out by the trustee to settle the questions.

The details are stated in the judgment of the Court (*infra*).

*Cutler*, for the trustee.—The trustee had a *primâ facie* right to the fund till some one took it away from him, and the *onus* was on the persons who said the funds were specifically theirs. As between the justices and the bankrupt the whole contract was constituted by the bond given by him in 1861 on his appointment to the treasurership. The justices had nothing to do with such a thing as a separate estate, and he (*Cutler*) was not aware that they even knew there was an account at the bankers'. *Primâ facie* the bond was what regulated the matter, and under it there was a personal liability on the part of the bankrupt to account, and nothing more than that. Counsel proceeded to explain the mode of the bankrupt's procedure. In accordance with the bond the bankrupt produced accounts every quarter, and they were audited, but the audit always took place a month or two subsequent to the date of the last orders which were audited, and the consequence was, that assuming that an audit was made on April 6, the accounts which were audited comprised no item beyond the Christmas quarter preceding. The bankrupt, therefore, had the opportunity of receiving, and did receive, very large sums of money—many hundreds of pounds—and though he had these sums of money in his pocket, and though they appeared by his banking account to have been paid to him, yet he was all right with the justices, because they had only audited the accounts up to the previous quarter, and he had the opportunity of dealing, and did deal, with all those moneys which he received subsequent to the audit by way of loan to clients, and in other ways, some of which were traced and some were not. Thus matters went on from time to time, the bankrupt being always to a very large extent in advance of his account, till the crash came, and then it was found that he had been transferring sums temporarily from the county accounts to his private account and back again, in order to leave off with an apparent but not a real credit balance on his county accounts.

*Philbrick*, for the justices of the county, relied on a letter dated April 10, 1870, which the bankrupt wrote to Mr. Borton, the Clerk of the Peace, when he left the country, in which he said that all the county moneys were intact and stood with their balances to the following accounts:—General county account at Bacon's, police account, National Provincial Bank, police superannuation account, National Provincial, militia account, Bacon's; and he also authorised and requested the bankers to pay the balances to the Clerk of the Peace on sight of that letter. He contended that, by his letter to Mr. Borton, the bankrupt earmarked those balances as being the moneys of the county, and having so appropriated them, the trustee under his bankruptcy could not claim them, because the trustee was only entitled to stand in the position in which Gross stood before his bankruptcy. Then as to the claim of Mr. Girling, no doubt Gross was trustee for both the county and Mr. Girling; the county equity and Girling's equity were equal, but the county had possession of the money—Gross had appropriated it to them—and it could not be taken from them to their detriment and handed over to Girling. The same argument applied to Miss Stone's claim. With regard to the claim of the National Provincial Bank, to put all the accounts together and pay the amount due to them on the overdrawn accounts out of those which were in credit and pay over the balance they might then have in hand, he should not question that the bankers had a general lien, but these funds were trust funds, and before the bank could come upon them and resort to their general lien on them, they must first exhaust the securities they held from Gross. But he contended that even if they held no security at all, the county was entitled to every penny standing to the credit of the two county accounts. There was at the National Provincial at first a mixed account, but the bankers had notice that there were county moneys paid in to the mixed account, and in 1869 a special account was opened for the purpose of keeping the county moneys distinct. Mr. Smith (the manager of the National Provincial Bank at Ipswich) must have known that the account headed "Police Account," to which county moneys were paid by the county treasurer, was a county account. There might be no express notice that the account was a trust account, but there was implied notice, and if Mr. Smith

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Shortly the facts were as follows:—Mr. Gross, at the date of his disappearance, besides his own private account and one or two separate accounts belonging to his practice as a solicitor, which he kept at the National Provincial Bank, Ipswich, kept several separate county accounts at the National Provincial Bank, and two at Messrs. Bacon & Co.'s, Ipswich. He was in the habit of mixing the county moneys with his own moneys by paying cheques received by him as county treasurer to his own private account, and drawing cheques upon his private account in favour of the county accounts, to bring their balances up to the audited figures. Miss Stone and Mr. Girling were clients of Mr. Gross, from whom in the course of business he had received sums of money to be employed for their benefit, which sums however, after having been passed to his private account had not been so employed. In April last Mr. Gross committed an act of bankruptcy, by absconding, and was afterwards adjudicated bankrupt. There being a deficiency of assets to meet all claims, the present summonses were taken out by the trustee to settle the questions.

The details are stated in the judgment of the Court (*infra*).

*Cutler*, for the trustee.—The trustee had a *primâ facie* right to the fund till some one took it away from him, and the *onus* was on the persons who said the funds were specifically theirs. As between the justices and the bankrupt the whole contract was constituted by the bond given by him in 1861 on his appointment to the treasurership. The justices had nothing to do with such a thing as a separate estate, and he (*Cutler*) was not aware that they even knew there was an account at the bankers'. *Primâ facie* the bond was what regulated the matter, and under it there was a personal liability on the part of the bankrupt to account, and nothing more than that. Counsel proceeded to explain the mode of the bankrupt's procedure. In accordance with the bond the bankrupt produced accounts every quarter, and they were audited, but the audit always took place a month or two subsequent to the date of the last orders which were audited, and the consequence was, that assuming that an audit was made on April 6, the accounts which were audited comprised no item beyond the Christmas quarter preceding. The bankrupt, therefore, had the opportunity of receiving, and did receive, very large sums of money—many hundreds of pounds—and though he had these sums of money in his pocket, and though they appeared by his banking account to have been paid to him, yet he was all right with the justices, because they had only audited the accounts up to the previous quarter, and he had the opportunity of dealing, and did deal, with all those moneys which he received subsequent to the audit by way of loan to clients, and in other ways, some of which were traced and some were not. Thus matters went on from time to time, the bankrupt being always to a very large extent in advance of his account, till the crash came, and then it was found that he had been transferring sums temporarily from the county accounts to his private account and back again, in order to leave off with an apparent but not a real credit balance on his county accounts.

*Philbrick*, for the justices of the county, relied on a letter dated April 10, 1870, which the bankrupt wrote to Mr. Borton, the Clerk of the Peace, when he left the country, in which he said that all the county moneys were intact and stood with their balances to the following accounts:—General county account at Bacon's, police account, National Provincial Bank, police superannuation account, National Provincial, militia account, Bacon's; and he also authorised and requested the bankers to pay the balances to the Clerk of the Peace on sight of that letter. He contended that, by his letter to Mr. Borton, the bankrupt earmarked those balances as being the moneys of the county, and having so appropriated them, the trustee under his bankruptcy could not claim them, because the trustee was only entitled to stand in the position in which Gross stood before his bankruptcy. Then as to the claim of Mr. Girling, no doubt Gross was trustee for both the county and Mr. Girling; the county equity and Girling's equity were equal, but the county had possession of the money—Gross had appropriated it to them—and it could not be taken from them to their detriment and handed over to Girling. The same argument applied to Miss Stone's claim. With regard to the claim of the National Provincial Bank, to put all the accounts together and pay the amount due to them on the overdrawn accounts out of those which were in credit and pay over the balance they might then have in hand, he should not question that the bankers had a general lien, but these funds were trust funds, and before the bank could come upon them and resort to their general lien on them, they must first exhaust the securities they held from Gross. But he contended that even if they held no security at all, the county was entitled to every penny standing to the credit of the two county accounts. There was at the National Provincial at first a mixed account, but the bankers had notice that there were county moneys paid in to the mixed account, and in 1869 a special account was opened for the purpose of keeping the county moneys distinct. Mr. Smith (the manager of the National Provincial Bank at Ipswich) must have known that the account headed "Police Account," to which county moneys were paid by the county treasurer, was a county account. There might be no express notice that the account was a trust account, but there was implied notice, and if Mr. Smith

had directed his attention to the matter he must have known it. There was, at any rate, that which ought to have been noticed, and if by the exercise of ordinary caution the banker might have known that the moneys were trust moneys, when the customer became a defaulter on other accounts, the bankers could not lay his hand upon the trust funds and say he would pay himself from them. He pointed out certain memoranda against items in the pass-book, such as "police fees," as constituting notice to the bank that the account was a county account.

*Notcutt*, for Mr. Girling, called Mr. W. S. Yarington, who was solicitor to the vendor of the two properties which Mr. Girling bought, and who proved that the purchase-money, £490 10s., which Mr. Girling had paid to Mr. Gross, had not been paid to the vendor. He produced a letter from Gross to his firm, stating that the money to complete one of the purchases had been lying at call at the bank. He then submitted that the money his client had paid to Gross was a trust.

Mr. WORLLEDGE said the question was whether Mr. Girling could follow the money.

*Notcutt* said he must admit that he could not do so; the account was overdrawn, the bank had no notice, and this money was not earmarked, and if his case depended on that ground alone he would be out of court, but the bank held a large number of securities—more than enough to pay the two debtor accounts—and he submitted that Girling was entitled to have the securities marshalled in his favour.

Mr. WORLLEDGE said as Mr. Girling could not follow the fund, he was merely a creditor.

*Abdy*, for the National Provincial Bank, said, apparently there was a sum of about £480 on a general balance of the bankrupt's accounts, but he could not say that was so, as the bank had just discovered liabilities to the amount of some £1,200, which from Gross's fraud might be thrown on them. When it was ascertained what there was in their hands they would, upon proper security being given them, pay it to such persons as the Court should decree. The bank were not claimants, but rather in the position of defendants. It was doubtful whether this Court could decide between the bank and the county.

Mr. WORLLEDGE said he had no doubt, from *Re Anderson* (L. R. 3 Eq. 337, 15 W. R. 246), that it was his duty in a bankruptcy to dispose of all matters arising in it.

*Abdy* said, counsel for the justices had assumed that the fund in the hands of the bank was a trust fund, and that the bank had knowledge of the trust, but he (*Abdy*) denied that the relationship of trustee and *cestui que trust* existed. Up to 1869 there was but one account, and up to that time the county could have no claim at all; and although after that date, for the bankrupt's convenience and at his request, a separate account was opened, that did not affect the bank with a knowledge of this being a special fund, and that being so it was not in their hands a trust fund of any kind whatever. Then, though there were two accounts, the bankrupt treated them so as to mislead the bankers, for he went on dealing with both accounts as before there was any separation, for he took moneys from the one and paid them to the other as it suited him. If when the bankrupt went away the police account had been overdrawn, would the county have taken that debt on their shoulders? The bank came into court with clean hands, and had no knowledge whatever of this being a trust fund, if it were such, which he denied.

*Cutler* replied (Miss Stone's case having been adjourned, in consequence of the absence of a witness) urging that Gross was personally liable to account to the magistrates and was not a trustee, and that neither of these accounts was a trust account. If, however, his Honour thought there was a trust, then an account must be taken to ascertain how much of the money was county money, for he would have no difficulty in showing that many of the payments into Bacon's were not county money. He admitted that the National Provincial Bank had a right to pay themselves out of the fund in their hands, and contended that the balance and the securities they held should be handed over to the trustee. He asked that the trustee's costs might be paid out of the fund in any case.

Mr. WORLLEDGE made an order to that effect.

Mr. Hudson (from Walters, Young, & Co., Lincoln's-inn), for Miss Stone, asked that the trustee might be ordered to give up to Miss Stone the deeds relating to a mortgage of a specialty debt for £800, which were found in Mr. Gross's safe. The mortgage was to a Mr. Woodcock, and on the paper in which the deeds were enveloped was an endorsement that Mr. Woodcock was trustee for Mr. Gross, and that they were the property of the latter, and there had been added, in Mr. Gross's handwriting, "For Miss Stone."

*Cutler* resisted the motion, on the ground that the mortgage was not bought with Miss Stone's money, and that the endorsement in Mr. Gross's handwriting, being undated, must be presumed to have been made at the last moment, and within three months of his bankruptcy, in which case, if it was an equitable transfer to Miss Stone, it was an undue preference and void. He suggested that the bankrupt's motive for the transfer was that he had defrauded Misss Stone of a large amount of money, and by doing this he was restoring some of it to her. He called Mr. MacDonald, solicitor, London, who said, about the end of 1868 Mr. Gross went to him and told him he could buy a specialty debt of £800 for £500, the reason for the price being so low being that the original deed was lost, and asked him to join him in the transaction. Mr. MacDonald declined, and Mr. Gross then raised the £500 to buy it himself, and the debt was transferred to Mr. Woodcock, a friend of Mr. MacDonald's, at Mr. Gross's request, the latter not wishing his name to appear. Subsequently Mr. Gross asked that the deeds might be sent to him, as he wanted to use them at the bank, and they were sent with an endorsement that they were Mr. Gross's property.

Mr. WORLLEDGE said it was clear the money did not come from Miss Stone.

Miss Stone, on being called, said she knew nothing of £500 of her's being invested in this way.

It appeared that the bankrupt left England on April 8, and was adjudicated on July 14, so that the endorsement must have been made more than three months before the bankruptcy.

Mr. WORLLEDGE thereupon said, *cadit quæstio*, and, considering that the endorsement was an equitable transfer to Miss Stone, ordered the deeds to be given up to her.

*Cutler* said that, admitting that a sum of £2,929 17s. 2d. paid into the bankrupt's private account on November 13, 1866, was Miss Stone's money, still when it was paid in the account was overdrawn and the money was absorbed in payment of the debt to the bankers; and, by the authority of *Brown* v. *Adams*, 17 W. R. 999, L. R. 4 Ch. 764, and *Pennell* v. *Deffell*, 14 D. M. & G. 372, 1 W. R. 499, under these circumstances the fund was dissipated, and Miss Stone's claim could not be supported. In point of fact if a balance had been struck it would have been found to be overdrawn to about half that amount, but there was subsequently a very large overdraft.

Mr. Hudson then contended that the bank had constructive notice that the money was Miss Stone's. Therefore they could not set it off against the balance due from the bankrupt. He cited *Frith* v. *Cartland*, 13 W. R. 493, 34 L. J. Ch. 301, 2 H. & M. 417. He (Mr. Hudson) had a right to follow specific transfers of the money that included this trust money to the other accounts at Bacon's bank. The cheques, which were *bonâ fide* payments, he admitted must be deducted, but these were not payments, but simply transfers for the convenience of the bankrupt. His case amounted to this, that the National Provincial Bank had constructive notice that this £2,929 was a trust fund against which they could not charge any balance the bankrupt owed them, and if that was not so, the transfers he had enumerated were not payment within the meaning of *Frith* v. *Cartland*, and did not extinguish the fund.

*Cutler*, in reply, said that the whole of Mr. Hudson's case depended on his allegation of fraud on the part of the bank, for if the bank knew that this was Miss Stone's money, it was the grossest fraud on their part to permit Gross to deal with it as he had done. It was a mere refinement to talk about constructive notice. The bank either knew it was Miss Stone's, or they did not. If they knew it, they were in collusion with Gross to deprive this unfortunate lady of her money; and he asked whether any judge or jury would hold that the bank, without any motive whatever, would have committed the act imputed to them, and in collusion with Gross have taken this money? It could not be contended that the bank ought to have put together the payment of certain cheques and the fact that there was a certain sum of money standing in the names of two of the bank directors, and to have followed up the matter like a detective, and so unearthed this fraud. With reference to

Mr. Hudson's contention that the bank could not set off this money against the overdrawn account, all depended on the existence of fraud; if there were no debt in law, which there clearly was not in the absence of fraud, there could be no debt in equity, for Miss Stone could not call in the aid of equity to establish a debt which had no existence. He denied that *Frith* v. *Cartland* applied to this case; if it did it was overruled by the subsequent decision in *Brown* v. *Adams*.

*Notcutt* for Mr. Girling.

*Abdy*, for the National Provincial Bank, contended that there was no ground for saying the bank was affected with knowledge.

Mr. Edward Bromley for the county, in the absence of *Philbrick*, argued that Miss Stone's case was not so strong as that of the county. The county was not affected by the notice to the bank, but was a *cestui que trust* whose money was in Gross's hands. The equities of the county and Miss Stone were equal, but the money was actually standing in the name of the county, whilst there was no account headed "Miss Stone," and the money could not, where the equities were equal, be taken from the party in possession.

*Cur. adv. vult.*

Nov. 16.—Mr. WORLLEDGE.—Before coming to the discussion of the claims of the several parties to the funds in question in this case it will be desirable to advert to Mr. Gross's position previously to his bankruptcy, and the mode in which he kept his banking accounts. Mr. Gross carried on business in Ipswich for many years as a solicitor; and in October, 1860, was appointed Treasurer of the County Rates for the Eastern Division of Suffolk, and in the following January Mr. Gross and Messrs. B. B. Catt and Charles Gross, as his sureties, entered into a bond in the penal sum of £2,000, conditioned that Mr. Gross "should well and truly account for all sums of money received and paid by him by reason or on account of his said office; and did and should make due payment of all such orders as should from time to time be made or ordered by the said Court of Quarter Sessions, &c.; and also did and should faithfully discharge and perform all the *trusts* reposed in him by the said appointment." The conditions of the bond did not require that Mr. Gross should keep any separate or distinct banking account, with reference to the funds he should receive from the county rates by virtue of his office, but from the very first it appears that Mr. Gross kept an account with Messrs. Bacon & Co. as county treasurer. The account was headed

"Messrs. Bacon, Cobbold, Rodwell, & Cobbold,
"In account with
"Dr. B. L. Gross, Esq., County Treasurer. Cr."

And all cheques drawn by Mr. Gross on that account were signed "B. L. Gross, Treas., E.S."

Mr. Gross also kept another county account with Messrs. Bacon & Co., called "The Militia Account," which was thus headed—

"Messrs. Bacon, Cobbold, Rodwell, & Cobbold,
"In account with
"Dr. Mr. B. L. Gross, 'Militia Account.' Cr."

And the cheques drawn on that account were signed—B. L. Gross, Treas., E.S. } Militia Account. }

The above were all the accounts Mr. Gross kept at Messrs. Bacon & Co.'s.

His own private account the whole time he was county treasurer Mr. Gross kept at the National Provincial Bank, Ipswich, and for some years amalgamated with it the "Police Account," it being part of his duty as county treasurer to receive the police rates and pay the police through their several superintendents; but in February, 1869, Mr. Gross opened a distinct account for the police at the National Provincial Bank which is headed—

"The National Provincial Bank of England.
"Dr. in account with contra or
"Benjn. L. Gross, Esq., solicitor, Ipswich.
"Police Account."

And after that account was opened all cheques drawn on that account had "Police" or "Police Account" written on them for the sake of distinction.

Mr. Gross also kept an account called the "Superannuation Fund" account, which was a branch of the Police Account at the National Provincial Bank, and that account was headed "Superannuation Fund."

I shall advert again to the circumstances under which the separate Police Account was opened at the National Provincial Bank, when I come to consider the claim of that bank as against the county magistrates.

Besides the above, Mr. Gross had three other accounts at the National Provincial Bank—viz., "Special Account," "E. G. Account," and "B. B. C. Account," to which I need not further advert.

With reference to the county rates the procedure was this—At each Quarter Sessions the magistrates ordered the levy of two county rates, one "general" and one "constabulary," at so much in the pound, and the quota payable by each union was fixed in the order of sessions, and I will take for example the rates ordered at the Michaelmas sessions, 1869, which were ordered in the following form:—

"County of Suffolk.
"Eastern division.

"Rates ordered at the October sessions, 1869, and directed to be paid to Benjamin Lillistone Gross, Esq., treasurer for the said eastern division, on or before the 21st day of December next."

Then follow the names of the unions, with their quotas of the "general" and "constabulary," rates payable by each set opposite their names.

Then the Clerk of the Peace issued his precept to the several Unions, specifying therein the quota payable by each parish in the Union, and then the Treasurer of each Union paid Mr. Gross the General and Constabulary Rates by one cheque, and he paid the General County Expenses and the Police upon orders issued by the Magistrates and the Clerk of the Peace. Mr. Gross's accounts as County Treasurer, for a particular quarter, were audited at or before the expiration of the following quarter, but it does not appear that any banker's pass-book was ever called for or produced at the audits. Such appears to have been the course of proceeding with reference to the county rates.

And so matters went on till suddenly, on the 8th April last, Mr. Gross left this country and has never returned, and on the 14th of July last he was adjudicated bankrupt, the act of bankruptcy being that he did on the 8th April, with intent to defeat or delay his creditors, depart out of England.

At the time of Mr. Gross's departure from England the several banking accounts above referred to stood as follows:—

At Bacon's and Co.

| | £ | s. | d. |
|---|---|---|---|
| General County Account, in credit ... | 1,333 | 1 | 7 |
| Militia Account, in credit ... ... | 19 | 14 | 1 |

At the National Provincial Bank.

| | £ | s. | d. |
|---|---|---|---|
| Gross's Private Account, overdrawn ... | 973 | 18 | 7 |
| Police Account, in credit ... ... ... | 2,609 | 16 | 8 |
| Superannuation Fund Account, in credit | 362 | 13 | 10 |
| Special Account, overdrawn ... ... | 1,729 | 3 | 5 |
| E. G. Account, in credit ... ... ... | 21 | 11 | 7 |
| B. B. C. Account, in credit ... ... | 85 | 17 | 3 |

Hence it appears that at the time Mr. Gross committed the act of bankruptcy all the county accounts, so to speak, were in credit, and if the six accounts at the National Provincial Bank are to be treated as one account and amalgamated, there would be a balance in bankrupt's favour, as I make it, of £376 17s. 4d. The National Provincial Bank also holds divers securities deposited by the bankrupt.

Having premised thus much, I will now proceed to consider the claims of the various parties before the Court, but I shall take them in an order different to that in which they were presented to the Court.

I shall consider Mr. Girling's claim first, which arose in this way—In March and April 1869, Mr. Girling bought at an auction certain houses, and paid deposits, leaving a total of £490 10s. due as the balance of purchase-money. Messrs. Cobbold & Yarrington acted as solicitors for the vendors, and Mr. Gross, the bankrupt, as solicitor for Girling. The second purchase was not completed at the time appointed, but on the 22nd of June, 1869, Girling paid the bankrupt £490 10s. by a cheque payable to order, which was endorsed by the bankrupt and paid into his private account at the National Provincial Bank; and in his private account pass-book there is this entry to the bankrupt's credit "June 22, Girling, £490 10s.," but the National Provincial Bank had no notice that it was not Gross's own money, or for what purpose Girling had paid it to Mr. Gross. The purchases, to complete which the £490 10s.

was paid to Mr. Gross, never were completed, the reason being, as stated by Mr. Yarrington, who was called as a witness for Girling, that the property was subject to a mortgage and that enough was not sold to clear the mortgage. At all events the £490 10s. was never paid to the vendors or returned to Girling, but was left in the bank. Upon this state of facts Mr. Notcutt, for Girling, contended that the £490 10s. was a trust fund entrusted to Gross for a particular purpose, which it undoubtedly was, and that Girling had a right to follow the trust fund and to have £490 10s. paid to him from the funds in the National Provincial Bank, or at all events, that the securities in the hands of that bank should be marshalled in Girling's favour.

As to the first point, according to the law laid down in all the cases upon the subject from *Devaynes* v. *Noble* (*Clayton's case*), 1 Merivale 585, to *Brown* v. *Adams*, L. R. 4 Ch. 764, it is clear that in a banking account the payments in and drafts out must be set one against the other in their order of dates; consequently, if before the £490 10s. was paid in on the 22nd June, 1869, Gross's account was overdrawn to a greater extent than £490 10s., it would be appropriated in discharge of that amount of overdraft, and the trust fund would be annihilated, and if the account afterwards became in credit, the trust would not attach to the sum afterwards standing to the credit of the account. Now, upon referring to the pass-books, I find, if we take the private account alone, to the credit of which the £490 10s. was paid in, it was overdrawn to the extent of £3,202 9s. 1d. on the evening of June 21, 1869; and if we treat all the accounts Gross then had (the special account not being then opened) at the National Provincial Bank as one account, they were at the same date overdrawn to the extent of £1,085 18s. 11d.; therefore, when the £490 10s. was paid in it was appropriated in the discharge of so much of the overdraft as was absorbed and gone. The fund, therefore, cannot be followed, and if it cannot be followed I cannot see what ground there is for marshalling the securities in Mr. Girling's favour. I think, therefore, his claim entirely fails and must be dismissed.

I will next consider Miss Stone's case.

Mr. Hudson claimed on her behalf out of the fund in Messrs. Bacon & Co.'s bank the sum of £1,012 14s. 5d., and out of that in the National Provincial Bank police account £1,519 19s. 6d. under the following circumstances. Miss Stone employed Mr. Gross as her solicitor. She was possessed of a sum of £1,166 13s. 4d. Bank Stock, standing in her own name; and at Mr. Gross's instance, he representing that he could make more interest of her money by investing it on mortgage, she gave him a power of attorney to receive the dividends of the Bank Stock and to sell out the principal. Nothing, however, was done under the power of attorney for some years, till, on the 12th November, 1866, Mr. Pater, a stockbroker, by Mr. Gross's orders, but without the authority or knowledge of Miss Stone, sold out the £1,166 13s. 4d. at 245 per cent., which, after deducting the broker's charges, produced £2,854 0s. 6d., and at the same time Mr. Pater received the dividend warrant on the same, amounting to £75 16s. 8d., and he gave Mr. Gross a cheque for the £2,854 0s. 6d., and the dividend warrant for £75 16s. 8d., both which Mr. Gross paid into the National Provincial Bank head office in London on the 12th of November, 1866, with directions to transmit both sums, amounting together to £2,929 17s. 2d. to their Ipswich branch, and there is this entry in Mr. Gross's pass-book with the National Provincial Bank, Ipswich, to his credit:—"1866. Nov. 13. Head Office. £2,929 17s. 2d." Shortly before December 13, 1866, Mr. Gross proposed to Mr. A. C. Smith, the manager of the National Provincial Bank, Ipswich, to allow him 4 per cent. interest on his floating balance for a term of years, and upon Mr. Smith's declining to do so, he directed Mr. Smith to purchase for him the identical sum of £1,166 13s. 4d. Bank Stock, not in Miss Stone's name or his own name, but in that of two of the directors of the National Provincial Bank, the object being that the bank stock should be a security to the National Provincial Bank for any accommodation Gross might thereafter require; and accordingly Gross drew a cheque in Mr. Smith's favour, dated December 13, 1866, for £2,915 4s. 2d., and on the same date in Gross's pass book is this entry on the debit side—"1866. December 13. By Smith £2,915 4s. 2d.," and with that sum £1,166 13s. 4d. Bank Stock was purchased in the names of Messrs. Maxwell and Kingston, two of the directors of the National Provincial Bank. From that time the dividends of the Bank Stock were received by the National Provincial Bank and put to Gross's credit, and Gross, generally about three weeks or a month after the dividends were put to his credit, sent a cheque for the amount of each dividend to Miss Stone, and she duly received the dividends down to October, 1869, and Miss Stone never knew till after Gross left England that her Bank Stock was sold. The £1,166 13s. 4d. continued standing in the names of the two directors down to February last, and on the 1st of that month Gross gave a written order to the National Provincial Bank to sell the Bank Stock and place the proceeds to the credit of his account at the Ipswich Branch, which was accordingly done, and in Gross's private account pass-book with that bank I find the following entry on the credit side:—"1870. February 4. Sale of Bank Stock £2,771 13s. 10d.," and subsequently two sums, £915 12s. 3d. and £604 7s. 3d., amounting together to £1,519 19s. 6d., were transferred from Gross's private account at the National Provincial Bank to his police account there, and four sums, viz., £313 0s. 5d., £285 16s. 9d., £257 6s. 10d., and £166 10s. 5d., amounting together to £1,012 14s. 5d., were, subsequently to February 4, transferred from Gross's private account at the National Provincial Bank to the County Treasurer's account at Bacon's, and the six sums last above mentioned make up the amount claimed for Miss Stone, and Mr. Hudson put his case thus. He contended, first, that the National Provincial Bank had constructive notice that the £2,929 17s. 2d. paid into their bank by Mr. Gross on the 12th November, 1866, was trust money, belonging to Miss Stone, and that the bank was therefore liable to make the sum good. And, secondly, that, whether they had notice or not, he had a right to follow the trust fund through its re-investment in Bank Stock in the names of the two directors of the bank. The evidence Mr. Hudson relied upon to show that the National Provincial Bank had such constructive notice was as follows. The cheque for £2,854 0s. 6d., part of the £2,929 17s. 2d., which Gross paid into the head office in London, was in this form, as produced at the hearing—

"Miss Stone. London. 12 Nov., 1866.
No. F. 16,218.
The Alliance Bank, Limited, Bartholomew-lane.
Pay 4178 ..... or Bearer
Twenty-eight hundred and fifty-four pounds and sixpence.
£2,854 0 6
p. p. PATEN & Co.
THOS. D. BROWN."
(Crossed "National Provincial," in print.)

And further, the fact that, during all the time the Bank Stock stood in the names of the two directors of the National Provincial Bank (that is to say) from December, 1866, to February, 1870, Gross paid the dividends of the Bank Stock to Miss Stone by cheques on the National Provincial Bank, Ipswich, very shortly after such dividends were put to his credit in his account with the bank; and the cheques were cashed by the National Provincial Bank, Ipswich, and put to Gross's debit. The two earliest cheques, viz., for the dividends due April and October, 1867, were made payable, not to "Miss Stone, or bearer," but to "No. 71, or bearer," and could not, therefore, give any information at all as to the party receiving the money. The subsequent cheques were all made payable to Miss Stone or order, and endorsed by her. Mr. Hudson contended that I must put all the above evidence together, and look at it as a whole, and, that so looked at, it was sufficient to affect the bank with notice; and since the hearing, according to arrangement then made, Mr. Hudson has sent me a list of cases upon the point, and I have looked at those to which I have had access, and the conclusion to which I have come is that the evidence is not sufficient to affect the bank with notice. I apprehend that to prove notice of a fact there must be evidence conveying a direct statement of the fact—not merely evidence from which a clever detective might discover such fact; and, as was well put by one of the learned counsel, it is no part of bankers' duty to assume the position of a detective, and ferret out the frauds of their clients.

The next point is—Is Miss Stone entitled to follow the trust fund, or any part of it? And in considering it, we must bear in mind the rule in *Clayton's case* (*ubi sup.*).

Now, on the 13th of November, 1866, after the Bank Stock was first sold out, and the £2,929 17s. 2d. paid to

Gross's credit at the National Provincial Bank, Ipswich, the sum total on the credit side of the account was £12,255 9 0

And the total amount of the debit side down to the night of the 12th of December, before the £2,915 4s. 2d. was drawn out, with which the £1,166 13s. 4d. Bank Stock was repurchased, was..... 11,019 10 7

And, according to the rule in *Clayton's case*, there was left of the £2,929 17s. 2d..... 1,235 18 5

And which sum of £1,235 18s. 5d. was clearly trust money. And then the next morning, December 13, 1866, when the sum of £2,915 4s. 2d. was drawn out, that sum included £1,235 18s. 5d. which was affected with the trust; and had the £1,166 13s. 4d. been still standing in the names of the two bank directors, I think Miss Stone would clearly have been entitled to so much of such Bank Stock as would be equivalent to £1,235 18s. 5d. sterling. It becomes necessary, therefore, to consider the state of Gross's account just before the £2,771 13s. 4d.—the proceeds of the sale of the Bank Stock in February last—was paid to the credit of the private account; and I find that, taking Gross's private account alone, it was, on the evening of the 3rd of February last, overdrawn to the extent of £4,389 4s. 1d.; or, taking all Gross's six accounts at the National Provincial Bank as one account, they were, on the same date, overdrawn in the aggregate to the extent of £4,754 2s. 4d.; therefore, when, on the 4th February last, the £2,771 13s. 10d was paid in it was to be set against so much of the overdraft, and was therefore absorbed and gone, and I think therefore Miss Stone's claim now under consideration fails, and must be dismissed.

I will now proceed to consider the right, as between the trustee and the magistrates of East Suffolk, to the sums in Messrs. Bacon & Co.'s bank, standing to the credit of Mr. Gross's County Treasurer's Account and Militia Account; and this part of the case is clear of the difficuly that exists in the case of the National Provincial Bank, as Gross kept no private account with Bacon & Co., and they claim no lien on the funds in their hands. But before going further, I will dispose of an objection raised, both by Mr. Cutler for the trustee and Dr. Abdy for the National Provincial Bank, that the relation of trustee and *cestui que trust* did not exist between Mr. Gross and the magistrates, and that it was no part of his duty to keep a banking account. Now it may be that Mr. Gross was not a trustee for the county in the common acceptation of the term, but still the statute 11 Geo. 2, c. 29, s. 6, to which I was referred by Mr. Philbrick, prescribes that the county treasurers shall give security to be accountable for the several and respective sums of money which shall be respectively paid to them in pursuance of the Act, and to pay such sums of money as shall be ordered to be paid by the parties in their general or quarter sessions, and for the due and faithful execution of the trusts reposed in him or them, and I do not know what other trusts were reposed in Mr. Gross except to receive the county moneys and appropriate them to their proper purposes. And further, I think Mr. Gross's position with reference to the justices of the county was analogous to that of the receiver of a private gentleman's estate. In *Bodenham* v. *Hoskins*, 21 L. J. Ch. 864, Kindersley, V.C., said of Parkes, the receiver of the plaintiff's estate, "Now, as the agent or receiver of Mr. Bodenham, the plaintiff, he clearly was in all senses a trustee for him; there was a fiduciary character created between the plaintiff and Parkes." I think therefore Mr. Gross must be considered a trustee for the Justices of East Suffolk, with reference to the county rates; and as to the objection to keep a banking account, Kindersley, V.C., observed in the same case that it was a very proper course for Parkes to open a separate receiver's account with his bankers.

When Gross left the country his liabilities to the county stood thus:—

BALANCES ACTUALLY DUE.

| | £ | s. | d. |
|---|---|---|---|
| General account ... ... ... | 1,503 | 8 | 5 |
| Militia account ... ... ... | 119 | 14 | 9 |
| Police account ... ... ... | 2,433 | 5 | 2 |
| Superannuation account ... ... | 362 | 13 | 9 |
| | £4,419 | 2 | 1 |

BALANCES IN BANKS.

| £ | s. | d. | | | |
|---|---|---|---|---|---|
| 1,333 | 1 | 7 | ... | ... | Bacon & Co. |
| 19 | 14 | 1 | ... | ... | Bacon & Co. |
| 2,609 | 16 | 8 | ... | ... | National Provincial. |
| 362 | 13 | 10 | ... | ... | National Provincial. |
| £4,325 | 6 | 2 | | | |

So that if the county recovers all the money in the banks they will be still losers of nearly £100. As above stated the heading of the general account at Bacon & Co.'s, is with B. L. Gross, Esq., County Treasurer, and the Militia Account is headed with "Mr. B. L. Gross, Militia Account," and the cheques drawn on these accounts were signed by "B. L. Gross, Treas., E. S." and "B. L. Gross, Treas., E. S. Militia Account." And Mr. Bacon, the senior member of the firm of Bacon & Co., admitted that he knew the accounts were county accounts, but that he did not inquire where the money paid in came from. But it is impossible for any one acquainted with the county to look through the account at Messrs. Bacon & Co.'s and not to see at a glance that the credit side of the account is made up in the main of payments that came from county sources, for there are the names of all the Unions in East Suffolk, and of the clerks to the Petty Sessions, as parties from whom the money came, and other entries, such as allowances for pensioners, and money paid after the assizes, and the like; so that I think the account at Bacon's comes clearly within the principle of the case of *Bodenham* v. *Hoskins* (*ubi sup.*), and, on appeal, 2 DeG. M. & G. 903. It is true that in the present case there has been no misappropriation, but *Bodenham* v. *Hoskins*, I think, establishes that no part of the balance in Bacon & Co.'s hands could lawfully be appropriated to other than county purposes, and, consequently, that the balance was not Gross's in his own right, and, therefore, did not pass to the trustee under the bankruptcy.

But, said Mr. Cutler, granted that Gross was a trustee for the magistrates, still an account ought to be taken to ascertain whether any portion of the balance in Bacon & Co.'s hands was composed of Gross's own money, and he pointed out some instances where money had been paid from Gross's private account at the National Provincial Bank to the County Treasurer's account at Bacon's, and referred me to *Pennell* v. *Deffell* to show that where a trustee has mixed up his own money with trust money he is entitled to take out from the mixed fund what he can distinctly identify as his own. But that I apprehend is subject to the condition that there is sufficient to satisfy the trust, according to the case of *Frith* v. *Cartland*. As above stated, there was due when Gross went away, on the general account, £1,503 8s. 5d.; in other words, that was the sum required to satisfy the trust; and there is only £1,335 1s. 7d. standing to the credit of the County Treasurer's account, which is not sufficient to satisfy the trust. It seems to me, therefore, that there is no ground for ordering an account to be taken.

There is, besides, another reason why no inquiry should be held. Until the 8th of April Gross had committed no act of bankruptcy, and had a right to make such disposition of his money as he saw fit, and he was not adjudicated bankrupt until more than three months after the 8th of April; and therefore the trustee cannot, even if it be admitted that the payment of his own money, if any, into Bacon's bank, to the credit of the county treasurer's account, was a fraudulent preference of this county, avail himself of the 92nd section of the Bankruptcy Act, 1869, to set it aside. That section provides that certain acts therein mentioned, if done with a view of giving a particular creditor a preference, shall, if the person doing them becomes bankrupt within three months after the date of doing them, be deemed fraudulent and void as against the trustee. Now, as I read the Act, I consider the phrase "becomes bankrupt" equivalent to "be adjudicated bankrupt;" but although the argument was not used before me, I understand Mr. Cutler suggests that the three months mentioned in the 92nd section, dates back from the act of bankruptcy, and not from the adjudication, and he relies upon the 11th section of the Act, which provides that "the bankruptcy shall be deemed to have relation back to, and to commence at the time of, the act of bankruptcy," &c.; and argues that constructively, Mr. Gross became bankrupt on the 8th April. But I cannot agree with him, and I shall certainly be surprised if that construction ever be put upon the 92nd section of the Act.

With what intention Gross paid the money he did to the credit of the County Treasurer's account at Bacon & Co's., is clear from two letters, one written after he had left England to his wife's father, in which this passage occurs:—"All the county money is (thank God) quite safe, and standing to separate accounts at the several bankers;" and the other dated April 10, 1870, and addressed to Mr. Borton, the clerk of the peace, and which is as follows:—

"Dear Sir,—Private difficulties compel me to resign my office of county treasurer, which I now accordingly do. All the county moneys are intact, and stand with their balances to the following accounts:—

General County Account—Bacon & Co.
Police Account—National Provincial Bank.
Police Superannuation Fund Account—National Provincial Bank.
Militia Account—Bacon & Co.

I also authorise and request those bankers on sight hereof to pay to you the balances upon these several accounts. For the like reason I hereby resign my office of county coroner, and request you to forward this to the proper quarter.

"Yours obediently,
"B. L. Gross.

"J. H. Borton, Esq.,
"Clerk of the Peace for Suffolk."

This letter, however, did not reach Mr. Borton till the 31st of May, long after Gross committed the act of bankruptcy, and after everyone concerned must have had notice of it. I therefore do not use the letter of the 10th of April any further than as evidence of Gross's intention to secure the county, but not as in any way further affecting the rights of the parties.

Upon the whole, therefore, I am of opinion, and decide, that the magistrates of the Eastern Division of Suffolk are entitled to the balances of £1,333 1s. 7d., and £19 14s. 1d. standing to the credit of the General County and Militia Accounts, at Messrs. Bacon & Co.'s bank.

It remains to determine the rights of the National Provincial Bank, the East Suffolk magistrates, and the trustee, as to the balances standing to the credit of the Superannuation Fund Account, £362 13s. 10d., and of the Police Account, £2,609 16s. 8d. The magistrates claim the whole of both balances. The National Provincial Bank claims to treat all Gross's accounts with them as one account, and consequently claims so much of those balances as will satisfy the balance of the overdraft of the other four accounts, that is to say, all but £376 17s. 4d., which is the balance to the credit of the six accounts, treating them all as one. The trustee claims the £376 17s. 4d. and all the securities held by the bank on Gross's account.

With respect to the question between the magistrates and the bank, I have felt very great doubt and difficulty in coming to a conclusion. No evidence was given as to the circumstances under which the Superannuation Fund Account was first opened distinct from the general account, in July, 1868. But with reference to the police account, which down to February, 1869, was amalgamated with Gross's general private account—it appears from the evidence of Mr. Smith, the manager of the National Provincial Bank at Ipswich, that the police account was opened in February, 1869, at Mr. Gross's suggestion, and, as he stated, for his convenience; that Mr. Gross suggested the heading "Police Account," and stated that he would write "Police Account" on the cheques drawn on that account to distinguish them; but it does not appear that anything was said, when it was arranged that the Police Account should be opened, as to what money was to be placed to the credit of that account, or from what source it was to come; and it appears from the pass-book that the "Police Account" was at first overdrawn to the extent of £665 0s. 11d. before a single farthing was placed to the credit of that account. Mr. Smith admitted, indeed, that ever since he became manager he knew Gross was county treasurer, and that it was his duty to receive and pay away county money; and that before the Police Account was opened he (Smith) had an impression that Gross paid in county money to his own private account. But there was no sufficient evidence to satisfy my mind that Mr. Smith knew that the balances standing from time to time to the credit of the Police Account were composed either altogether, or to any particular amount of county money; and from the evidence of Gross's clerk, it appeared that Gross received the general county rates and the police rates from the Treasurers of the Unions by single cheques for the amount of both rates, and that the clerk generally took and paid in such cheques to Messrs. Bacon & Co.'s bank, but he never took any of those cheques to the National Provincial Bank; and the clerk further stated that to his knowledge Gross paid money from his own private account to the credit of the Police Account, and paid county money into his own private account, and that he believed it was Gross's habit, just before every audit, to make up the balances of the General County Account at Messrs. Bacon & Co.'s, and of the Police Account at the National Provincial Bank, to their proper amounts, so as to correspond with the accounts to be audited. It further appeared from Mr. Smith's evidence that at each half-yearly rest, since the Police Account was opened, the interest on all the accounts was calculated, and that the interest on the credit balances was set against that on the overdraft balance, and the balance of such interest, according as it was in Gross's favour or against him, credited or debited in his private account.

Such being the facts as to the opening and general state of the Police Account, the question is—does the decision in *Bodenham* v. *Hoskins* (*ubi sup.*) apply to the Police Account now in question? After much consideration I have come to the conclusion that it does not. First, because the money paid to the credit of that account was sometimes county money and sometimes Gross's own money, and because there is no sufficient evidence to show that Mr. Smith knew what was and what was not county money of that paid in. Secondly, because, as to interest, all the accounts kept by Gross at the National Provincial Bank were treated as one account; and, thirdly, because originally the Police Account and Gross's private account were one account, and were afterwards divided merely for Gross's private convenience, and not for any benefit to the bank; with reference to which last ground I find the following passage in Vice-Chancellor Kindersley's judgment in *Bodenham* v. *Hoskyns*, p. 870 of the *Law Journal* report. After referring to the depositions he says:—"I confess it does appear to me that the use of the word "introduce" there, which occurs more than once, is important. It is evidently not the splitting of a pre-existing account for the mere convenience of the individual keeping the account. It was a holding out to the bankers, or a conception on the part of the bankers that there was held out to them, the introduction to them, that is, the opening with them of some account which would be for their benefit." And from the passage just quoted I don't think it an unfair inference to draw that had the Rothwas Estate account been originally amalgamated, and kept as one with Parke's, the receiver's, own private account, and the accounts had afterwards been separated for Parke's own private convenience, the Vice-Chancellor's decision in *Bodenham* v. *Hoskyns* might have been different. I am of opinion, therefore, that the National Provincial Bank has a lien upon the balances now in question, and is entitled to retain so much of them as will balance all Gross's accounts treated as one account. Now of the six accounts the balances stand as follows:—

Balances to Gross's Credit.

| | £ | s. | d. |
|---|---|---|---|
| Police account ... ... ... | 2,609 | 16 | 8 |
| Superannuation account ... ... | 362 | 13 | 10 |
| B. B. C. ... ... ... ... | 85 | 17 | 3 |
| E. G. ... ... ... ... ... | 21 | 11 | 7 |
| Total credits ... ... ... | 3,079 | 19 | 4 |
| Total overdraft ... ... ... | 2,703 | 2 | 0 |
| Balance credits ... ... | 376 | 17 | 4 |

Balances overdrawn.

| | | | |
|---|---|---|---|
| Private account ... ... ... | 973 | 18 | 7 |
| Special account ... ... ... | 1,729 | 3 | 5 |
| | £2,703 | 2 | 0 |

Therefore I am of opinion that the National Provincial Bank is entitled to retain all but £376 17s. 4d. of the balances of the Police and the Superannuation accounts.

I have not lost sight of the question as to the right of the County Magistrates to have the securities held by the National Provincial Bank marshalled in their favour, but as far as I understand the doctrine of marshalling, I don't think it can be applied in cases, where to apply it would be to the prejudice of a third party, and that would clearly be

the case here, as the general body of creditors would be prejudiced thereby. I think, therefore the trustee under the bankruptcy is entitled to the securities deposited by Gross with the National Provincial Bank, and now held by them. But with respect to the sum of £376 17s. 4d., the remainder of the balances of the Police and Superannuation Accounts, I am of opinion the Magistrates are entitled to that. The last two sums standing to the credit of the Police account are—

| | | £ | s. | d. |
|---|---|---|---|---|
| April 7th, 1870.—Balance of rates | ... | 604 | 7 | 3 |
| Same date. Police fees ... | ... | 12 | 15 | 0 |
| Total... | | 617 | 2 | 3 |

all of which is clearly county money, and of that £617 2s. 3d. there remains £376 17s. 4d. which the National Provincial Bank do not require to satisfy lien. The magistrates therefore are entitled to this sum.

There must therefore be the following declaration :—

1. That Mr. James Girling's claim is not made out and must be dismissed.

2. That Miss Louisa Stone's claim is not made out and must be dismissed.

3. That the Justices of the Peace for the Eastern Division of the county of Suffolk are entitled to the balances of £1,333 1s. 7d., and £19 14s. 1d. standing to the credit respectively of B. L. Gross County Treasurer's Account and of his Militia Account at the bank of Messrs. Bacon & Co.

4. That the justices are also entitled to the sum of £376 17s. 4d., part of the balances of £2,609, 16s. 8d. and £362 13s. 10d., standing to the credit respectively of B. L. Gross's Police Account, and of his Superannuation Fund Account at the Ipswich branch of the National Provincial Bank, and that the National Provincial Bank is entitled to retain the residue of those balances.

5. That the trustee under the bankruptcy is entitled to the securities deposited by the bankrupt with, and now held by, the National Provincial Bank.

6. That each party pay his or her own costs of the inquiry, and that the trustee take his costs out of the bankrupt's general estate.

And orders must be drawn up in accordance with the above declaration ; but as, since the hearing of the claims above disposed of, Miss Stone has preferred a fresh claim, the orders must be suspended till such fresh claim be heard and determined.

[We understand that the case will come before the Chief Judge on appeal.—Ed. S. J.]

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HUDDERSFIELD.

(Before James Stansfeld, Esq., Judge.)

Nov. 21.—*Re Dowse and Whitworth.*

*Effects of bankruptcy upon liquidation of separate estates of debtors—Section* 102, *rules* 285—290.

In this case a petition for liquidation was presented by the debtors in the Huddersfield County Court on the 9th September, 1870. There were joint creditors of the firm, and separate creditors of each debtor, and there were joint and separate estates. A joint meeting of creditors was held on the 29th September, but no resolution was passed, and the meeting broke up without anything being determined.

On the same day a meeting of the separate creditors of Whitworth was held, at which it was resolved that his estate should be wound up by liquidation, and not in bankruptcy. A trustee was appointed and also a committee of inspection. At a later period of the same day a meeting of the creditors of Dowse was held, and at that meeting it was also resolved that that estate should be wound up by liquidation, and not in bankruptcy. The same person was appointed trustee as under the liquidation in the case of Whitworth. A committee of inspection was also appointed.

On the 17th October a petition was presented in bankruptcy by a joint creditor, against Dowse and Whitworth, the act of bankruptcy being the filing of the petition for liquidation, and on the 31st October, 1870, the debtors were adjudicated bankrupts, and at a later period a trustee was appointed under the bankruptcy.

Mr. Learoyd, on behalf of the trustee under the separate liquidations, now applied to the Court for summonses for the examination of the debtors under the separate liquidations, and contended that the liquidation of the two separate estates was not affected by the adjudication in bankruptcy, and argued that the policy of the new Bankruptcy Act was to afford opportunities for the several classes of creditors to administer their own estates, and that it was competent for the creditors of the joint estate to determine upon liquidation, whilst the creditors upon the separate estates might accept a composition, or *vice versa*, and that as no trustee had been appointed under the joint estate it was competent for the separate creditors to appoint a trustee themselves. Rule 285 only required that the same trustee that had been appointed in the joint estate should be appointed in the separate estates, provided an appointment had been made.

Mr. Clough, for the trustee under the bankruptcy, contended that the liquidation was now superseded, that the adjudication of the debtors affected their separate estates as much as the joint estate, and that it would be an anomaly for different classes of proceedings to be going on at the same time with reference to the said debtors, one proceeding being an arrangement out of court, whilst the other was under a bankruptcy in the court.

Mr. Stansfeld held that the proceedings of the liquidation were not affected by the bankruptcy ; that the appointment of trustee was a valid one, as there was no joint trustee appointed who could be trustee of the separate estates, and that it was competent for the separate creditors to wind up and deal with their own estate without going to the expense of resorting to the Bankruptcy Court.

*Re Ephraim Sykes.*

*Notice of motion—Costs of adjudication.*

Mr. Jacomb applied to the Court for an order for payment of the costs of a creditor's petition in bankruptcy. An hour or two before the petition in bankruptcy was presented, a petition for liquidation had been presented by the debtor, and the creditors had resolved to wind the estate up by liquidation, and not in bankruptcy. The petitioning creditor appealed to the Chief Judge against this resolution, but it was confirmed, and ultimately an order was made on the 21st April for the payment of Mr. Jacomb's costs. Mr. Jacomb contended that under section 17 the registrar was the trustee in whom the property vested until the adjudication, and that he was entitled to have his costs paid by the registrar out of the estate, and that an order having been made under rule 31, he was entitled to have these costs paid, notwithstanding the liquidation proceedings.

Mr. Stansfeld held that he could not make an order without notice being given to the trustee under the liquidation, as the interests of the parties were in conflict, and directed that notice should be given under rule 50, before the application could be considered.

*Lumb* v. *Taylor.*

*Costs of search.*

Mr. Jacomb applied to the Court under the following circumstances :—

He attended at the court for the purpose of looking at an order which he had drawn up and which had been signed by the registrar, in order to see whether the registrar had made any alteration in it. The order had then been placed upon the file, and the registrar, before allowing it to be inspected, demanded a fee of one shilling under the words in the scale : "For every application for search for proceedings, one shilling." Mr. Jacomb contended that under rule 9 he was entitled to see the proceedings without payment of this shilling, and it was his own document, and was not such a search as was contemplated in the charge.

Mr. Stansfeld held that this was an application for a search, that the order was on the file of proceedings, and that the shilling must be paid.

Mr. Jacomb said the question was a very important one, and he should take the matter to the Chief Judge.

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Resignation of a County Court Judge.—Mr. Arthur James Johnes, Judge of Circuit No. 28, has resigned that appointment in consequence of failing health. Mr. Johnes was born in 1808, and was educated at the Oswestry Grammar School ; he was called to the bar at Lincoln's-inn in January, 1835. In 1847 he was appointed a joint commissioner to report on several bills relative to certain gas companies in various towns in England, and in the same year, on the establishment of the county courts, he was appointed Jugde of Circuit No. 28, which includes several of the Welsh border counties. Besides some pamphlets on general topics, Mr. Johnes is the author of a pamphlet entitled, "Suggestions for the Reform of the Court of Chancery by the Union of the Jurisdiction of Law and Equity," &c.

## APPOINTMENTS.

Mr. CHARLES FYFE, barrister-at-law, has been appointed Queen's Advocate at Sierra Leone. Mr. Fyfe was called to the bar at Lincoln's-inn in January, 1859. The salary of the Queen's Advocate at Sierra Leone is £800 per annum.

Mr. EYTON PARRY JONES, solicitor, of Whitchurch, Salop, has been appointed by the Lord Chancellor, on the nomination of Mr. J. W. Harden, Judge of Circuit No. 7, to be Registrar of the Whitchurch County Court, in succession to his father, the late Mr. Richard Parry Jones, who held the office for the last seventeen years. Mr. E. P. Jones was certificated in 1861.

## GENERAL CORRESPONDENCE.

COMMON LAW PUBLIC APPOINTMENTS.

Sir,—May I be permitted to call your attention to a matter which much affects the suitors of the courts, and also is a subject of much importance to the legal practitioner—I mean the due administration of legal business which devolves upon the masters of the respective courts.

It is rumoured that shortly one of the masters will retire, and I trust you will raise your voice against anyone being appointed whose only recommendation for the post is his inexperience. There has been of late a great cry as to competitive examinations, and "the right man in the right place," and it is hoped that the learned personage who will have the patronage upon the ensuing vacancy will appoint some man who has had some practice, who really knows what an action at law is, and who has seen a bills of costs, before he takes his seat to judge of its merits.

Why should the attorneys be excluded from these posts? Why are briefless barristers supposed to be qualified for these posts? Why is the office, of all others requiring an intimate acquaintance with the practice and detail of the law, to be filled by persons who have had no practice or business, whilst attorneys of extensive practice and experience are passed by?

If the learned judges possessing the patronage wished to gain golden opinions they would thrust from them the hangers-on, and make what would be popular appointments, and pay a debt of justice to the body of attorneys, while at the same time they would appoint those who are the best qualified.

JUSTICE.

November, 1870.

DISTRESS FOR RENT—PENALTY FOR UNSTAMPED RECEIPT.

Sir,—A landlord distrains for rent amounting to £3 odd. The bailiff's servant receives the full amount of rent and expenses of distraint, and he signs an unstamped receipt for the money. The warrant of distress contains this provision:—"And for your so doing this shall be your sufficient warrant and indemnification against all actions and suits of law." Who is liable to the penalty for the unstamped receipt, the bailiff, his servant, or the landlord? If the bailiff or his servant should pay the penalty and costs of recovery of it, can he recover from the landlord the amount thereof under the indemnity above quoted? If proceedings for recovery of the penalty should be delayed until after December 31st, will the new Stamp Act bar, or in any way prejudice the right to sue for the penalty? And lastly, must the informer or the Crown conduct the proceedings for enforcing the penalty, and pay the costs of pending proceedings? References to statutes and cases requested.

Dec. 5.

MERCATOR.

## OBITUARY.

MR. J. W. BRANSON.

Mr. James William Branson, barrister-at-law, died at Bayswater, on the 1st of December, at the age of fifty-seven years. Mr. Branson was called to the bar at the Middle Temple in January, 1857, and has practised chiefly at Madras.

MR. R. E. PAYNE.

Mr. Richard Ecroyd Payne, solicitor, of Leeds, died at Roundhay, near that town, on the 2nd of December, having reached the age of seventy-nine years. The late Mr. Payne was one of the oldest solicitors in Leeds, having been admitted in 1816. He was the senior partner in the local firm of Payne, Ford, & Eddison.

MR. J. C. ROWLEY.

Mr. James Campbell Rowley, solicitor, of Manchester, died at Harrow on the 27th of November, in the fortieth year of his age. Mr. Rowley was certificated in 1852, and was a member of the Manchester firm of Rowley, Page, & Rowley.

MR. H. F. WALTER.

Mr. Henry Finlay Walter, solicitor, of Liverpool, met with his death by an accident at Liverpool on the 5th of December. He was certificated in 1868, and was the son of Mr. Henry Walter, the prosecuting solicitor to the borough of Liverpool.

MR. J. LUDLOW.

Mr. John Ludlow, solicitor, of Manchester, expired on the 4th of December, at New Holme, Whalley Range. Mr. Ludlow was certificated in 1844, and was a member of the firm of Ludlow and Hinde, of Manchester and Altrincham.

## SOCIETIES AND INSTITUTIONS.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

ON THE ATTORNEYS AND SOLICITORS REMUNERATION ACT, 1870.

(*Continued from page* 84.)

The bill was eventually introduced into the House of Lords, and though it did not contain all the provisions which had been suggested by the committee, it was thought that its clauses would give substantial relief to the profession.

The bill was lost on second reading by a slender majority; which result may be attributed to accidental causes unconnected with the real merits of the bill, rather than to any serious objections to the measure itself.

The draft of some proposed new orders were also submitted to Lord Westbury, and it was hoped that his lordship would forward them to the other judges for consideration.

The retirement of Lord Westbury very soon followed, and after the long vacation the Council addressed a letter to his successor, Lord Cranworth, in which the proceedings of the committee, and their communications with Lord Westbury were fully explained. Copies of the papers which had been submitted to Lord Chancellor Westbury were at the same time forwarded to Lord Cranworth.

In answer Lord Cranworth said that the subject was very much considered when he formerly held the Great Seal, and the result was that, on the report of the Lord Justice Turner and Vice-Chancellor Wood, a new scale of remuneration was then framed and brought into use; that he would, however, again consider the matter, although he could not pledge himself to adopt the suggestion.

In 1867 the Council again urged Lord Cranworth to give effect to the suggestions which had been in the hands of his Lordship's predecessors since the year 1865.

In 1868 the Master of the Rolls and two of the Vice-Chancellors, at the request of the Lord Chancellor, arranged to receive a deputation from the society.

In accordance with the invitation of the Master of the Rolls a deputation from the Committee of the Law Society had an interview with his Lordship and the Vice-Chancellors Stuart and Wood. But hitherto but little has resulted from these efforts to procure the direct interference of the judges of the Court of Chancery.

I now come to the bill introduced by Mr. Rathbone, Mr. George Gregory, Mr. Morley, and Mr. Goldney, at the commencement of last session, and which, with certain alterations and additions, has now become "The Attorneys and Solicitors Act, 1870."

This bill was somewhat similar to Lord Westbury's bill of 1865, to which I have already adverted.

The principle secured by this Act is that an attorney or solicitor may make an agreement in writing with his client for remuneration by a gross sum, by a commission, or percentage, or by salary, or otherwise; but such agreement may if unreasonable, be set aside without suit, on motion or

petition, by the Court in which the business is done, or by a judge of such court. If, however, it appear that the agreement is fair and reasonable, it may be enforced in a summary manner.

Where the agreement is in respect of business done in an action or suit, the amount of it is not to be received by the attorney until the agreement has been examined and allowed by the taxing officer. The agreement itself is in fact submitted to taxation, and if it appears to the taxing officer that the agreement is not fair and reasonable, he may require the opinion of the Court or a judge to be taken, who may reduce the amount of it or order it to be cancelled, and the costs to be taxed in the usual manner.

Agreements may be re-opened, after payment, in certain special cases within twelve months after the payment of the amount agreed for. No validity is to be given to a purchase by a solicitor of the interest, or any part of the interest of his client in any suit. Nor is validity to be given to any agreement by which the solicitor stipulates for payment only in the event of success in the suit.

The Act contains in part II. certain "general provisions," to which, I think, no member of our profession will fail to give unqualified assent. It is, at last, provided that solicitors may take security from their clients for future charges or disbursements, to be ascertained by taxation or otherwise, and subject to any General Rules or Orders to be made. Interest also may be allowed upon taxation at such rate and at such times as the taxing officer thinks just, on moneys disbursed by a solicitor for his client; and, on the other hand, interest is to be computed and allowed to a client on moneys improperly retained by his attorney or solicitor.

The Act also contains a much-needed provision, which to my mind is the most important of all. I refer to the provision that the taxing master is, upon any taxation of costs, subject to General Rules or Orders hereafter to be made, to have regard, in allowing remuneration to the solicitor for his services, to the skill, labour and responsibility involved. We must anxiously await the General Rules and Orders which are to be made; but this provision, so often urged and at length obtained, cannot fail to be of vast importance to the profession at large, and indirectly to the public.

The provisions of the new Act, and their probable influence upon the profession, have already been the subject of able comment by various members of the Association. I hesitate to propound my own views at any length, and I shall content myself with suggesting some considerations likely to promote the fair discussion of the important question now before us.

In a paper of mine on "Professional Remuneration," which was read to the Association at Leeds in 1864, alluding to Lord Westbury's bill, I stated my inclination to limit the validity of contracts between a solicitor and his client to the charges for purely conveyancing business.

The present Act goes far beyond this, and I cannot deny that the principle upon which it is based is sound. It seems to me, however, that it would have been more judicious to have drawn the line, in the first place, between the charges made in litigated business and business of a non-litigious character.

The Law Society has always held that there is a large class of business for which no contracts can properly be made, and it seems to me that, for the most part, actions at law and suits in equity come within that class.

It must surely be difficult in most cases, and practically impossible in many, to form any fair estimate of what the costs of an action or suit are likely to be; and even if an approximate estimate could be formed, I doubt the advantage either to the attorney or the client of any attempt to define it at the outset.

It will be observed that under the new Act agreements relating to actions at law or suits in equity are in all cases to be examined and allowed by the taxing officer. This will be often a very difficult task, and it must inevitably happen that some masters will take views widely differing from others. It is to be observed, too, that with the exception of a few individual cases, the agreement will not be brought before the taxing master until the business to which it relates is concluded. Is the taxing master to endeavour to put himself in the position of the parties at the time the contract was entered into? Or is he, in forming a judgment, to import the knowledge of subsequent events, and the fresh incidents which must have arisen in the course of the business?

If the master should pronounce against the agreement, how is the amount properly due to the attorney to be ascertained? Is he to be remitted to his former rights and deliver a signed bill, probably having, on the strength of the existence of the agreement, kept no details of his labour as he otherwise would have done?

The provision that agreements involving proceedings at law or in equity should be subject to the approval of the taxing master, was inserted at the instance of Lord Chelmsford.

If the master or judge should see fit to reduce the amount of remuneration fixed by the agreement, is the attorney to be bound to accept such reduced remuneration, or may he elect to fall back upon his original rights? What uncertainty will be imported into the earnings of attorneys and solicitors, if after payments have been made pursuant to agreement, they are liable to have the agreements re-opened, and the fairness of the agreement itself, and the fairness of the payment made thereunder, are to be fought out, at the instance of a capricious client, or more frequently, perhaps, by an unsuccessful, disappointed, and querulous opponent of his client, upon whom the liability to pay may have fallen.

Mr. Lawrance, as President of the Council of the Incorporated Law Society, addressed Lord Chelmsford, in June last, in remonstrance against its insertion in the bill, and forwarding a resolution of the committee. His Lordship replied in the following terms:—

"It is unnecessary to say that I have considered the resolution with the attention and respect which are due to the body from which it proceeds, and I regret that I am unable to agree with the opinion which it expresses. I should be sorry that any interference on my part should neutralise the advantages expected from the bill, but I cannot see how the proposed clause can produce this effect. I could have wished that the bill had been confined to permitting agreements to be made for the remuneration of solicitors for conveyancing business. This was the reason and the only reason (as far as I know) for the interference of the Legislature with the relation of solicitor and client."

"It certainly was the only ground taken by Lord Westbury upon his introduction of his bill on the subject in the year 1864. I have never heard of any complaint being made of the mode in which solicitors and attorneys are remunerated for business done in actions or suits. If the scale of costs were not properly regulated it might be altered by the judges, but to allow the attorneys to set themselves free from the superintendence of the Courts over their charges would be attended with mischievous consequences. I do not believe when the bill passes that the higher class of solicitors engaged generally in actions of importance will enter into agreements with their clients. But my long experience at the bar has led me to the knowledge that there are unfortunately men in the profession who will gladly take advantage of the measure to escape from the jealous eye of a taxing officer by entering into agreements with their clients for a fixed amount of remuneration, and that an opportunity will thus be afforded for the grossest over-reaching and extortion."

"The Council say that, 'The taxing officer cannot appreciate the value of the services rendered by the attorney as well as the client.' But the clients of whom I am thinking are men who are ignorant of the just amount of remuneration for legal services, and who will, therefore, be entirely at the mercy of the attorney. He will generally be able to form a shrewd conjecture of the profit he will derive from undertaking a cause, and if he proposes any sum to be paid in lieu of costs by the client, he will certainly not fix it below what he would receive in the regular way."

"It is also said that ample provision is made by the bill for inquiry into the *bonâ fides* of an agreement. But how will the class of clients to whom I am referring know of this provision, or if they do, how can they avail themselves of it in utter ignorance (as they will generally be) whether the agreement is fair and just or not? I feel all this so strongly, and I am so apprehensive of the serious consequences which will ensue from allowing the attorneys of inferior practice to free themselves from the control of the Courts that with every respect to the opinion of the Council, I must persevere in pressing my proposed amendment."

"I may add to what I have already said as to the probability that the high and honourable class of solicitors (whom I gladly acknowledge to be the majority of the profession) engaged in the great commercial causes and other

cases of importance, will not enter into agreements to receive a fixed sum instead of costs; that if they do they are not likely to have anything to fear from the scrutiny of a taxing officer, and they ought not to grudge this necessary, though merely formal, sanction of their agreements, on account of the protection it will afford where protection is likely to be required.—Yours faithfully,

CHELMSFORD."

Upon the subject of remuneration generally by agreement, it is needless to say that the recent Act will make a complete change in the former state of the law under which no agreement between attorney and client would have been binding on the client. It was right that this anomalous state of things should be done away with; but it behoves the profession to enter into these agreements with care and circumspection, so that the public may learn to know that they also are benefited by the change.

I must here quote from an article in the *Solicitors' Journal* of July 2, 1864, which was no doubt addressed to Lord Westbury's bill but has a bearing upon the present Act, and the present position of the question of remuneration:—

"The substantial mistake in the scheme is, that *it leaves the present system wholly untouched, except in these exceptional cases.* The general rule for payment, according to the length of deeds and pleading, will still remain, and cannot be dispensed with wherever any of the parties interested are under any disability of the ordinary kind. It is very likely, moreover, that many respectable solicitors will *object to adopt a mode of dealing with their clients which must always be disagreeable in ordinary professional transactions;* while it is equally certain to be seized upon with avidity by less scrupulous practitioners—a state of things which, in the course of time, will have the effect of bringing it into general disrepute. It would certainly be an unpleasant operation for the 'family solicitor' to go through the repulsive process of a statutory agreement upon every occasion when it became necessary to commence an action or suit, or to conduct any transaction of sale, purchase, or settlement for a client. The agreement would frequently require to be of a complicated character, and would need professional exposition in order to render its provisions, or, at all events, its legal effect, intelligible to a layman. A highminded solicitor—especially one who was brought up with the old strict notions about his duty to his client, and the necessity of being at arm's length wherever their interests were at all in conflict—would be very much embarrassed when he came to draw a contract which was to have a special obligatory force upon his client in favour of himself, under the provisions of the Act. Practically, in most important cases, the intervention of an independent solicitor would be as necessary after the Act as it was before; for, though it may seem to abolish, in respect of such contracts, all the special consequences of the fiduciary relation between the parties, yet equity judges will be very slow to admit, and will be very ingenious to avoid, such a construction. But if the intervention of another solicitor thus becomes, in all cases where an important stake is at issue, a matter of prudence, the effect will be of course to discourage solicitors from availing themselves of the provisions of the Act."

Although I think this article goes too far in opposing agreements of this nature, I quote it as a caution to those who are about to make extensive use of the new law.

In conclusion I would ask, Ought we to rest satisfied with the point to which we have arrived? I think not. No doubt one of the matters constantly insisted upon by solicitors for years past has been a greater freedom to make such charges for their skill and labour as they may think fit.

But there is another matter which has been as constantly urged alike by our law societies and by the leading members of the profession, and particularly by the Liverpool Law Society. It is the necessity for revising in many respects the existing scale of fees, and the alteration of the ordinary scale of remuneration now imposed upon the profession.

It is true the taxing master will, under the new Act, be at liberty to take into his consideration and judgment the nature and importance of the matter about which the professional services have been rendered. But the long prevalence of inflexible rules of taxation will still largely operate upon the minds of the taxing officers, and will be so constantly appealed to by practitioners as binding precedents for the future, that I believe nothing short of a revised scale issued by authority will provide the adequate remedy which we have agitated to obtain for the evils we have so long endured.

## SOLICITORS BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 7th inst., Mr. John Smale Torr in the chair; the other directors present being Messrs. Cookson, Hedger, Monckton, Nelson, Payne (of Bath), Rickman, and Shaen; Mr. Eiffe, secretary.

A sum of £65 was expended in grants to two widows of deceased members of the association, and £25 in grants to four widows of non-members.

Three new members were admitted, and other general business transacted.

## LAW STUDENTS DEBATING SOCIETY

At the meeting of this society, held on Tuesday, the 6th inst., the question discussed was No. 462, legal—"May the MS. of an advertisement in the *London Gazette*, reciting the dissolution of the partnership of A. and B., and signed by them, be read in evidence to prove the dissolution if it has not been stamped as an agreement."

Mr. Widdows opened the debate in the affirmative, and after a spirited discussion the question was decided in the negative by eleven votes to six.

## LIVERPOOL LAW STUDENTS DEBATING SOCIETY

A meeting of this society was held on Thursday, the 1st inst., at the Law Library, Cook-street. Mr. J. H. Kenion, solicitor, occupied the chair. The subject for discussion was, "Ought a neutral government, in time of war, to prohibit the export of arms to belligerents?" Mr. M. P. Jones, solicitor, opened the debate, which was continued by most of the members present. After an animated discussion, the negative was carried by a large majority.

## PUBLIC COMPANIES.

### RAILWAY STOCK.

| Shrs. | Railways. | Paid. | Closing prices |
|---|---|---|---|
| Stock | Bristol and Exeter | 100 | 87 |
| Stock | Caledonian | 100 | 82¾ |
| Stock | Glasgow and South-Western | 100 | 114 |
| Stock | Great Eastern Ordinary Stock | 100 | 38½ |
| Stock | Do., East Anglian Stock, No. 2 | 100 | 7 |
| Stock | Great Northern | 100 | 125 |
| Stock | Do., A Stock* | 100 | 136 |
| Stock | Great Southern and Western of Ireland | 100 | 100 |
| Stock | Great Western—Original | 100 | 70½ |
| Stock | Lancashire and Yorkshire | 100 | 132½ |
| Stock | London, Brighton, and South Coast | 100 | 41½ |
| Stock | London, Chatham, and Dover | 100 | 13 |
| Stock | London and North-Western | 100 | 128½ |
| Stock | London and South-Western | 100 | 90¼ |
| Stock | Manchester, Sheffield, and Lincoln | 100 | 45½ |
| Stock | Metropolitan | 100 | 64¾ |
| Stock | Midland | 100 | 128½ |
| Stock | Do., Birmingham and Derby | 100 | 96 |
| Stock | North British | 100 | 33 |
| Stock | North London | 100 | 116 |
| Stock | North Staffordshire | 100 | 61½ |
| Stock | South Devon | 100 | 49 |
| Stock | South-Eastern | 100 | 74½ |
| Stock | Taff Vale | 100 | 165 |

* A receives no dividend until 6 per cent. has been paid to B.

### GOVERNMENT FUNDS.

LAST QUOTATION, Dec. 9, 1870.

*From the Official List of the actual business transacted.*

| | |
|---|---|
| 3 per Cent. Consols, 92¼ x d | Annuities, April, '85 |
| Ditto for Account, Jan. 5, 92⅛ x d | Do. (Red Sea T.) Aug. 1908 |
| 3 per Cent. Reduced 91⅞ | Ex Bills, £1000, — per Ct. 10 p m |
| New 3 per Cent., 91⅞ | Ditto, £500, Do — 10 p m |
| Do. 3½ per Cent., Jan. '94 | Ditto, £100 & £200, — 10 p m |
| Do. 2½ per Cent., Jan. '94 | Bank of England Stock, 4¼ per Ct. (last half-year) 231 |
| Do. 5 per Cent., Jan. '73 | Ditto for Account. |
| Annuities, Jan. '80 — | |

### INDIAN GOVERNMENT SECURITIES.

| | |
|---|---|
| India Stk., 10½ p Ct. Apr. '74, 209 | Ind. Enf. Pr., 5 p C., Jan. '72 100 |
| Ditto for Account | Ditto, 5½ per Cent., May, '79 106 |
| Ditto 5 per Cent., July, '80 110½ | Ditto Debentures, per Cent., April, '64 — |
| Ditto for Account, — | Do. Do., 5 per Cent., Aug. '73 103 |
| Ditto 4 per Cent., Oct. '88 100¾ | Do. Bonds, 4 per Ct., £1000 20 p m |
| Ditto, ditto, Certificates, — | Ditto, ditto, under £100b. 20 p m |
| Ditto Enfaced Ppr., 4 per Cent. 90 | |

### MONEY MARKET AND CITY INTELLIGENCE.

The transactions in all the markets continue to be characterised by much caution, indicating that the position of public affairs is not yet thought stable enough to warrant parties com-

mitting themselves. The prices in the share and foreign markets, however, have on the whole crept up a little further this week. In the Funds transactions have been very limited, and the Government market seems weaker than the rest.

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The county court offices in the United Kingdom will be closed on the 24th and 26th inst.

Mr. William James Sidney, Q.C., of the Irish Bar, has been disbarred by the Benchers of King's-inns, Dublin.

Mr. Samuel Fisher, solicitor, of Threadneedle-street, City, has resigned the clerkship of Merchant Taylors' Company.

The next meeting of the Juridical Society will be held on Wednesday, at eight p.m., when Mr. H. Godefroi will read a paper on "Compensation for Railway Accidents." The Hon. G. Denman will preside.

The honour of knighthood has been conferred on Mr. Llewellyn Turner, the late Mayor of Carnarvon, which office he had held for the long period of eleven years. Sir Llewellyn Turner is a solicitor of upwards of twenty years' standing, having been admitted in 1847.

Mr. Charles Cavendish Clifford, who has been elected M.P. for Newport, in the Isle of Wight, in the Liberal interest, was called to the bar at the Inner Temple in November, 1846, but never practised. He was private secretary to Lord Palmerston from 1850 till 1857, and was M.P. for the Isle of Wight from that year till 1865.

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## BIRTHS, MARRIAGES, AND DEATHS.

### BIRTHS.

FOSTER—On Dec. 2, the wife of Mr. W. I. Foster, of 14, The Gardens, Peckham-rye, Surrey, and Southampton-buildings, W.C., solicitor, of a son.

MARTEN—On Dec. 8, at 21, Prince of Wales-terrace, South Kensington, the wife of Alfred George Marten, Esq., barrister-at-law, of a son.

### MARRIAGES.

DAKYNS—GERRARD—On Nov. 29, at All Souls', Langham-place, Charles Stuart Dakyns, Esq., barrister-at-law, of the Inner Temple, to Constance Agnez, daughter of the late Colonel John Grant Gerrard, of the 1st European Bengal Fusiliers.

KENNETT—GILMAN—On Dec. 3, at St. Martin's-in-the-fields, Westminster, George Buttler Kennett, Esq., Bracondale, Norwich, to Rosa Lydia, daughter of Charles Suckling Gilman, Solicitor, Norwich.

MICHAEL—WILLIAMS—On Tuesday, Dec. 6, at St. Saviour's Paddington, J. Michael, of Southfields, Wandsworth, solicitor, to Mary Ann, widow of the late Thomas Hilliard Williams, of Ramsgate, Paymaster R.N.

### DEATHS.

BRANSON—On Dec. 1, at 21, Pembridge-square, Bayswater, James William Branson, Esq., barrister-at-law, aged 57.

PAYNE—On Dec. 2, at Roundhay, near Leeds, Richard Ecroyd Payne, Solicitor.

SUDLOW—On Dec. 4, at New Holme, Whalley Range, John Sudlow, Esq., solicitor, Manchester, in his 50th year.

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## LONDON GAZETTES.

### Professional Partnerships Dissolved.

FRIDAY, Dec. 2, 1870.

Emmet, Chas, Geo Edwd Emmet, & Courtney Stanhope Kenny, Halifax, Attornies and Solicitors. Dec 1.

Scaife, John, & John Jas Britton, Newcastle-upon-Tyne, Attornies and Solicitors. Nov 30.

### Winding-up of Joint Stock Companies.

FRIDAY, Dec. 2, 1870.

UNLIMITED IN CHANCERY.

Waterford, Lismore, and Fermoy Railway Company.—The Master of the Rolls has, by an order dated Aug 1, appointed Henry Parkinson, 28, South Frederick-st, Dublin, to be official liquidator.

TUESDAY, Dec. 6, 1870.

UNLIMITED IN CHANCERY.

Third St Peter's Thirty Pounds Money Company.—The Vice-Chancellor of the Duchy of Lancaster has, by an order dated Nov 28, ordered that the above company should be wound up by the Court of Chancery of the Duchy. Slater & Co, Manchester, solicitors for the petitioners.

LIMITED IN CHANCERY.

North Middlesex Waterworks Company (Limited).—Creditors are required on or before Jan 9, to send their names and addresses, and the particulars of their debts or claims, to Alfred Horatio Potter, 14, Finsbury-circus. Thursday, Jan 19 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Star and Garter Hotel Company (Limited).—The Master of the Rolls has, by an order dated Nov 25, ordered that the above company be wound up. Fead, Storey's-gate, Westminster, solicitor for the petitioners.

STANNARIES OF CORNWALL.

FRIDAY, Dec. 2, 1870.

Great Wheal Fortune Mining Company.—Petition for winding up, presented Nov 14, directed to be heard before the Vice-Warden at the Princes Hall, Truro, on Thursday, Feb 2 at 12. Childs and Batten, Coleman-street; agents for Paul, Truro, solicitor for the petitioner.

### Friendly Societies Dissolved.

TUESDAY, Dec. 6, 1870.

Newport Pagnell Provident Friendly Society, Bull Inn, Newport Pagnell, Bucks. Dec 2.

### Creditors under Estates in Chancery.

*Last Day of Proof.*

FRIDAY, Dec. 2, 1870.

Compton, Chas Spencer, Walton-on-Thames, Surrey, Gent. Dec 30. Dyer v Wilson, V.C. Malins. Mossop, Ironmonger-lane.

Dyson, Jonas, Halifax, York. Innkeeper. Dec 31. Dyson v Ashton, V.C. Malins. Batley, Huddersfield.

Moss, Mary, Royal-hill, Queen's-rd, Bayswater. Dec 24. Everitt v Moss, V.C. Bacon. Jewitt, Effra-rd, Brixton.

Thomas, Howell, Poncynon Llanwonno, Glamorgan, Gent. Dec 24. Phillips v James, V.C. Malins. James, Merthyr Tydvil.

Tidd, Jas Granger, High-st. Beer Retailer. Dec 14. Harvey v Tidd, V.C. Bacon. Weston, Gt James-st, Bedford-row.

Williamson, Samuel, Poole, Chester, Gent. Dec 30. Johnson v Burgess, V.C. Stuart. Bellyse, Audlem.

NEXT OF KIN.

Mayer, Parnell, Stuttgart, Wurtemburg, Wm Hardinge, Newport, Captain in H.M. 50th Reg., and Edward Hardinge, Major in H.M. 80th Reg. V.C. Malins.

TUESDAY, Dec. 6, 1870.

Beaumont, Hon Mary Eliz, Hathersage, Derby. Dec 31. Beaumont v Daniel, M.R. Dolan, Tokenhouse-yard.

Blagg, Thos, Tuxford, Nottingham, Farmer. Dec 23. Andrews v Clark, V.C. Stuart. Frank & Co, Golden-sq.

Butler, Abraham, Beckside, Lancaster, Attorney-at-Law. Jan 9. Spedding v Butler, V.C. Malins. Burgess, South-sq, Gray's-inn.

Goolden, John, Porrshead, Somerset, Gent. Jan 7. Troughton v Goolden, V.C. Stuart. Wallis, Bristol.

Haines, Job, Gt Bridge, nr Tipton, Stafford, Coal Master. Jan 8. Fretwell v Haines, M.R. Fellows, Tipton.

Haselfoot, Theophilus Paske, Brentwood, Essex, Gent. Feb 1. Matthew v Haselfoot, V.C. Malins. Turner, Union Bank-chambers, Carey-st.

Manners, Fras, Newport, Isle of Wight. Jan 2. Cocks v Manners, V.C Stuart. Scott, Coleman-st.

Mills, John, William-st, Neat-st, Camberwell, Leather Japanner. Jan 7. Stuart v Mills, M.R. White & Co, Bedford-row.

Palmer, Wm, Highfield-ter, Kentish-town, Builder. Jan 10. Palmer v Bound, V.C. Stuart. Paddison & Son, Lincoln's-inn-fields.

Unett, John, Chilworth-st, Paddington. Jan 10. Tomlinson v Unett, V.C. Stuart. Moon, Lincoln's-inn-fields.

Tate, Thos, Kendal, Westmoreland, Innkeeper. Dec 30. Tate v Bell, M.R. Wells & Sykes, St Swithin's-lane.

Walker, Banes, Alford, Lincoln, Gent. Jan 11. Savill v Walker, V.C. Bacon. Walker & Co, Alford.

Yallop, Thos, Paddington. Jan 10. Freeman v Yallop, V.C. Stuart. Ryan, Lincoln's-inn-fields.

### Creditors under 22 & 23 Vict. cap. 35.

*Last Day of Claim.*

FRIDAY, Dec. 2, 1870.

Adcock, Wm Hy Spencer, Farndish, Bedford, Gent. Dec 31. Bailey & Co, Berners-st.

Beeley, Geo, Sheffield, York, Warehouseman. Jan 12. Wake, Sheffield.

Besley, John, Strand, Licensed Victualler. Jan 5. Hicks, Salisbury-st, Strand.

Bird, Eliz, Ivyhurst, Aigburth, nr Lpool, Widow. Jan 5, Miller & Co, Lpool.

Bow, Robert, Dorset-pl, Kensal New Town, Carpenter. Dec 31. Bartley & Saxton, Somerset-st, Portman-sq.

Brereton, Edward, Bootle, nr Lpool, Painter. Jan 1. Wright & Co Lpool.

Bryan, Hugh Pridmore, Cuckfield, Sussex, Esq. Jan 1. Dabbs, Stamford.

Crockett-Brown, Jas, Birm, Retail Brewer. Jan 2. Simcox, Birm.

Dixon, Geo, Tynemouth, Northumberland, Publican. Feb 1. Kernyside & Forster, Newcastle-upon-Tyne.

Dodgson, Stanley, Whitehaven, Cumberland, Esq. Dec 31. Lumb & Howson, Whitehaven.

Elwell, Edward, Wednesbury, Stafford, Merchant. Jan 25. Woodward, Wednesbury.

Farnie, Jane, Stockton-on-Tees, Durham. March 10. Newby & Co, Stockton-on-Tees.

Finnimore, Abraham, Torquay, Devon, Esq. Jan 31. Satchell & Chapple, Queen-st, Cheapside.

Fishe, Chas Caulfeild, Queen's-sq, Westminster, Civil Engineer. Dec 24. Radcliffe & Co, Craven-st, Strand.

Gilbert, John, Leytonstone, Essex, Merchant. Jan 16. Jenkinson & Son, Corbet-ct, Gracechurch-st.

Glover, Jane, Everton, Lpool. Widow. Dec 30. Teebay & Lynch, Lpool.

Haswell, John, Woolviston, Durham, Farmer. Jan 31. Newby & Co, Stockton-on-Tees.

Higgin, Hy Wm, Little Messenden, Bucking ham, Gent. Jan 7. Cheese, Amersham.

Hiskett, John, Kingston-upon-Thames, Gent. Jan 1. Bell & Newman, Kingston-upon-Thames.

Jobling, Mark Lambert, Newcastle-upon-Tyne, Solicitor. Jan 16, Hoyle & Co, Newcastle-upon-Tyne.

Keyes, Geo Thos, Gray's-st, Manchester-sq, Builder. Jan 31. Head & Coode, Mark-lane.

Midleton, Right Hon and Rev Wm John, Peper-harow, Surrey, Viscount. Feb 1. Bray & Co, Gt Russell-st, Bloomsbury.

Morris, John, Burslem, Stafford, Surgeon. Jan 1. Heaton, Burslem.
Myers, Morris, Old Castle-st, Whitechapel, Rag Merchant. Feb 1. Poole, Bartholomew-close.
Peel, Spencer, Lpool, Captain in H.M. 1st Reg. of Foot. Jan 5. Miller & Co, Lpool.
Peskett, Eliz, East Ashling, Sussex, Widow. Dec 22. Sowton, Chichester.
Rigby, John, Lpool, Corn Broker. Jan 5. Miller & Co, Lpool.
Rudge, Geo, Longhope, Gloucester, Farmer. Dec 31. Davies, Ross.
Rudge, Mary, Longhope, Gloucester, Widow. Dec 31. Davies, Ross.
Rudge, Wm, Longhope, Gloucester, Farmer. Dec 31. Davies, Ross.
Rutherford, Jas, Gt Marlborough-st, Regent-st. Feb 1. Wren, Fenchurch-st.
Smallwood, Catherine, Lpool, Widow. Jan 1. Miller & Co, Lpool.
Smith, Geo, Central-hill, Upper Norwood, Esq. Jan 14. Swinburne & Parker, Bedford-row.
Stokes, Geo, Porchester-gardens, Bayswater, Esq. Jan 30. Davidson, Spring-gardens.
Trego, Wm, Albemarle-st, Piccadilly, Club Proprietor. Dec 24. Webb, Euston-rd.
Vivian, John Ennis, Truro, Cornwall, Esq. Within three cal. months. Smith & Co, Truro.
Woodhams, Sarah Jane, Hastings, Sussex. Jan 16. Clayton & Sons, Lancaster-pl, Strand.

TUESDAY, Dec. 6, 1870.

Beeston, Eliz, Hollington, Derby, Widow. Jan 28. Jackson, Belper.
Bagot, Lady Harriet, Chester-sq. Jan 10. Lucas & Coe, Argyll-st, Regent-st.
Carter, Thomas, Preston, Lancaster, Gent. Dec 10. Dodd, Lime-st, Preston.
Charles, Robert, Carisbrooke, Isle of Wight, Gent. Dec 31. James & Co, Ely-pl, Holborn.
Clark, Rev. John Dixon, Belford Hall, Northumberland. Dec 31. Leadbitter, Newcastle-upon-Tyne.
Cottrell, Harriet, Whitwell, Isle of Wight. Jan 14. Eldridge & Son, Newport.
Cradock, Wm, Barton-upon-Humber, Lincoln, Boot Maker. Feb 1. Mason, Barton-upon-Humber.
Gibbons, Wm Thos, Albany-st, Regent's-park, Draper. Jan 21. Hughes, & Son, Bedford-st, Covent-garden.
Hancock, John, Plymouth, Engineer, R.N. Dec 31. Woodhead & Co, Charing-cross.
Jenner, Thos, Denbigh-ter, North Bridge-rd, Battersea. Jan 16. Edell, King-st, Cheapside.
Lane, Sarah, Glastonbury, Somerset, Widow. Dec 31. Holman & Bath, Glastonbury.
Lewin, Mary, Stanhope-ter, South Kensington. Jan 16. Lewin & Co, Southampton-st, Strand.
Light, John Jas, Wells-st, Whitechapel, Carman. Feb 1. Salaman, St Swithin's-lane.
Luff, Thos, Mizzard's Farm, Sussex, Farmer. Jan 11. Albery & Lucas, Midhurst.
Marshall, Hannah, Hucknall-under-Huthwaite, Nottingham. Dec 21. Handley & Walkden, Mansfield.
McCallan, Sarah, Thurloe-sq, Old Brompton. Feb 1. Carew, Bloomsbury-sq.
Millard, Geo, Axbridge, Somerset, Gent. Dec 27. Millard & Son, Axbridge.
Millott, Richard, sen, Mansfield, Nottingham, Stone Merchant. Jan 25. Maltby, Mansfield.
O'Grady, John, Lieut.-Col. in H.M. 17th Reg. of Foot. Jan 1. Kempson & Co, Abingdon-st, Westminster.
Parnell, Mary Anne, Doncaster, York, Spinster. Jan 14. Baxter, Doncaster.
Pearson, Betty, New Mills, Derby, Widow. Jan 15. Smith, Stockport.
Ramsey, Jas, Lilburn Grange, Northumberland, Farmer. Jan 6. Sanderson, Berwick-upon-Tweed.
Richardson, Wm, Scarborough, York, Bathing Machine Proprietor. Jan 17. Richardson, Scarborough.
Saunders, Fredk, Guildford, Surrey, Esq. March 1. Radcliffe & Co, 4 Craven-st, Charing-cross.
Simister, Jas, Disley, Chester, Grocer. Dec 31. Johnson, Stockport.
Vyner, Reginald Arthur, Newby Hall, York, Esq. Jan 5. Warry & Co, Lincoln's-inn-fields.
Woods, Geo, Bristol, Gent. March 1. Harwood, Bristol.

## Bankrupts.

FRIDAY, Dec. 2, 1870.

### Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Angus, Thos, Old Broad-st, Stock Dealer. Pet Nov 30. Hazlitt. Dec 14 at 12.
Atkinson, Richd Norton, Church-st, Chelsea, no occupation. Pet Nov 29. Hazlitt. Dec 15 at 12.
Beard, Jonathan, Lime-st, Refreshment-house Keeper. Pet Dec 1. Pepys. Dec 19 at 11.
Eley, Matthew, Cheapside, Necktie Manufacturer. Pet Nov 30. Hazlitt. Dec 14 at 1.
Fletcher, Chas Barrington, Compton-st, Brunswick-sq, Victualler. Pet Nov 24. Brougham. Dec 13 at 12.
Hawes, Wm, Prisoner in H.M. City Prison, Holloway, Merchant. Pet Dec 1. Pepys. Dec 15 at 1.

To Surrender in the Country.

Baker, John, Devonport, Devon, Baker. Pet Nov 30. Pearce. East Stonehouse, Dec 14 at 11.
Cook, John, Bromyard, Hereford, Grocer. Pet Nov 30. Crisp. Worcester, Dec 14 at 12.
Brown, Thos, Kingston-upon-Hull, Grocer. Pet June 16. Phillips. Kingston-upon-Hull, Dec 14 at 12.
Dawson, Thos, Bolton, Lancashire, Draper. Pet Nov 30. Holden. Bolton, Dec 15 at 11.
Ford, Hy, & Wm Hy Attwood, Eastbourne, Sussex, Builders. Pet Nov 28. Blaker. Lewes, Dec 15 at 12.
Travis, Thos, Oldham, Lancashire, Grocer. Pet Nov 30. Buckley. Oldham, Dec 14 at 12.
Williams, Richd Lander, Bristol, Licensed Victualler. Pet Nov 30. Harley. Bristol, Dec 14 at 12.

TUESDAY, Dec. 6, 1870.

### Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Underwood, Geo Craddock, Church-rd, Kingsland, Brush Manufacturer. Pet Dec 3. Roche. Dec 19 at 12.30.

To Surrender in the Country.

Butcher, Jas, Sutton, Surrey, Builder. Pet Dec 1. Rowland. Croydon, Dec 22 at 2.
Eddell, Jas Skelton, Huddersfield, York, Hosier. Pet Dec 1. Jones, jun, Huddersfield, Dec 17 at 11.
Fenn, Anne, Winslow, Bucks, Grocer. Pet Dec 1. Fortescue. Banbury, Dec 16 at 3.
Gibson, Richd, Freefolk Manor, Hants, Farmer. Pet Nov 29. Wilson, Salisbury, Dec 20 at 3.
Horsley, Chas, & Richd Horsley, Beccles, Suffolk, Coach Builders. Pet Dec 1. Chamberlin. Gt Yarmouth, Dec 20 at 11.
Hunter, Alex, Worcester, Draper. Pet Dec 3. Crisp. Worcester, Dec 19 at 11.
Martin, John George Nicholas, Uckfield, Sussex, Grocer. Pet Dec 2. Blaker. Lewes, Dec 19 at 12.
Mennell, Thos, jun, Stockport, Coal Merchant. Pet Dec 2. Hyde. Stockport, Dec 23 at 12.
Phillips, John Dennis, Lpool, Cotton Broker. Pet Dec 3. Watson. Lpool, Dec 19 at 2.30.
Stevens, Jas Wm, Harrow, Middx, Grocer. Pet Nov 28. Blagg. St Alban's, Dec 17 at 12.
Stone, Isaac, Manch, Clothier. Pet Dec 1. Kay. Manch, Dec 22 at 9.30.
Worthington, Chris, Congleton, Chester, Attorney's Clerk. Pet Dec 3. Mair. Macclesfield, Dec 21 at 11.
Wyatt, Geo, Truro, Cornwall, Confectioner. Pet Dec 3. Chilcott. Truro, Dec 19 at 11.

### BANKRUPTCIES ANNULLED.

FRIDAY, Dec. 2, 1870.

Anderson, Matthew, Newcastle-upon-Tyne, Dealer in Pictures. Nov 23.
Oldham, Thos, King's Lynn, Norfolk, Draper. Nov 28.
Hopkins, Thos, Leighton Buzzard, Stafford, Butcher. Nov 29.

TUESDAY, Dec. 6, 1870.

Pipe, Hy, Pickering-ter, Bootmaker. Dec 2.
Ray, Geo Robt, Dukinfield, Cheshire, Engineer. Dec 1.

## Liquidation by Arrangement.

### FIRST MEETINGS OF CREDITORS.

FRIDAY, Dec. 2, 1870.

Adams, Edwin, Tunstall, Stafford, Chemist. Dec 16 at 2, at offices of E. Hollinshead, Market-street, Tunstall.
Andrews, Hy Collyer, Southampton, Draper. Dec 19 at 1, at offices of Nicholls & Leatherdale, Old Jewry-chambers, Old Jewry. Hamilton, York-rd, Lambeth.
Bailey, Wm Trist, Inverness-rd, Bayswater, Auctioneer. Dec 13 at 2, at offices of H. A. Dubois, Gresham-bldgs, Basinghall-st. Maynard, Clifford's-inn.
Batten, Hy, Manch. Dec 16 at 3, at offices of J. Leigh, Brown-street, Manch.
Bestwick, Thos, & Wm Bestwick, Salford, Smallware Manufacturers. Dec 23 at 3, at the Clarence Hotel, Spring-gardens, Manch. Leigh, Manch.
Broughton, Joseph, Leicester, Elastic Web Manufacturer. Dec 14 at 12, at offices of J. B. Haxby, Belvoir-st, Leicester.
Brunt, Joseph, Derby, Clothier. Dec 20 at 3, at the Chamber of Commerce, Cheapside. Mason, Gresham-st.
Butcher, Jas Edwd, Sutton, Surrey, Builder. Dec 15 at 11, at offices of Howard & Co, Poultry.
Byers, Decimus Williams, Market Harborough, Leicester, Chemist. Dec 22 at 11, at the Three Swans Hotel, Market Harborough. Cave.
Campbell, John, Stretford, Lancaster, Nurseryman. Dec 16 at 2, at offices of Payne & Galloway, Manch.
Carr, Chas, West Stanney, Berks, Innkeeper. Dec 15 at 2, at the Queen's Hotel, Abingdon. Jotcham, Wantage.
Case, Alice, Lpool, Outfitter. Dec 13 at 3, at offices of Messrs. Morecroft, Clayton-sq, Lpool.
Coram, Thos Hy, Bristol, Attorney's Clerk. Dec 17 at 11, at offices of Hancock, Triggs, & Co, John-st, Bristol.
Cotton, Sidney, Royd, Lindley, nr Huddersfield, Manufacturing Chemist. Dec 19 at 3, at offices of Learoyd & Learoyd, Buxton-rd, Huddersfield.
Creasey, James, Ipswich, Suffolk, Draper. Dec 16 at 2, at office of Vulliamy, Tower-st, Ipswich.
Darch, John, Wellington, Somerset, Outfitter. Dec 15 at 1, at offices of Hancock, Triggs, & Co, John-st, Bristol.
Dawe, John, Chadleigh, Knighton, Devon, Grocer. Dec 23 at 12, at offices of J. W. Friend, Post Office-chambers, Queen-st, Exeter.
Dowler, Fredk, Lpool, Cabinet Maker. Dec 15 at 3, at offices of Atkinson, Bartlett, & Atkinson, North John-st, Lpool.
Duff, Alex Marshall, Leicester, Surgeon-Dentist. Dec 19 at 1, at office of H. A. Owston, Friar-lane, Leicester.
Earle, Hy, Bedford-row, Attorney-at-law. Dec 19 at 12, at the Guildhall Coffee-house, Gresham-st. Treherne & Wolferstan, Ironmonger-lane.
Edwards, Fredk, & Andrew Edwards, Farnham, Surrey, Ironmongers. Dec 14 at 4, at the Lion and Lamb Hotel, Farnham. Potter, Farnham.
England, Philip Newberry, Polygon, Clarendon-sq, Somer's-town, Accountant. Dec 13 at 2, at offices of G. T. Condy, Lupus-street, Pimlico.
Evans, Thos, Birm, Painter. Dec 14 at 3, at offices of Wright & Marshall, Townhall-chambers, New-st, Birm.
Evans, Thos, Chirk, Salop, Saddler. Dec 21 at 4, at the Osborne Hotel, Bailey-st, Oswestry. Sherratt, Wrexham.
Fielder, Fredk, Winchester, Innkeeper. Dec 13 at 1, at the Eagle Hotel, Winchester. Lee & Best, Winchester.

Forrest, Jas, Sheffield, Draper. Dec 13 at 4, at offices of Binney & Son, North Church-st, Sheffield.
Garth, Benj, Batley, York, Tailor. Dec 21 at 11, at offices of H. J. Carr, Albion-st, Leeds.
Greenfield, John, Pulborough, Sussex, Carpenter. Dec 19 at 2, at the Wharf-house, Pulborough.
Griffin, Wm, Eastbourne, Sussex, Eating-house Keeper. Dec 12 at 2.30, at offices of E. Philbrick, Havelock-rd, Hastings.
Hughes, John Thos, Devon-villas, Loughborough-rd, Brixton, Publisher. Dec 12 at 11, at offices of Becket, Strand. Batchelor, Queen-st, Cheapside.
Hughes, Robt, Pyllcallod, Denbigh, Farmer. Dec 17 at 12, at offices of L. Adams, Castle-street, Ruthin.
Humberstone, Edwd John, Belvedere, Kent, Builder. Dec 17 at 11, at offices of W. Walker, Abchurch-lane.
Ingham, Jas, Stockport, Chester, Licensed Victualler. Dec 21 at 3, at offices of Duckworth, Bridgwater-chambers, Brown-st, Manch.
James, Wm Thos, St George's, nr Bristol, Carpenter. Dec 19 at 12, at offices of J. Parsons, Whitson-chambers, Nicholas-st, Bristol.
Jones, John, Manch, Bootmaker. Dec 13 at 10, at offices of W. P. Roberts, Princess-st, Manch.
Keeble, John, Layham, Suffolk, Butcher. Dec 19 at 12, at the White Lion Inn, Hadleigh. H. Jones, Colchester.
Keeling, John, Birm, Confectioner. Dec 19 at 3, at offices of E. Jaques, Cherry-st, Birm.
King, Edwin Isaiah Child, Poole, Linendraper. Dec 13 at 12, at the New Inn, Wimborne Minster. Moore, Wimborne Minster,
Lee, John, Wedmore, Somerset, Butcher. Dec 16 at 11, at offices of Hancock, Triggs, & Co, John-st, Bristol. Bullen.
Lee, Saml, Bristol, Bootmaker. Dec 16 at 12, at offices of Hancock, Triggs, & Co, John-street, Bristol. Bullen. Bristol.
Marshall, Daws, Cheltenham, Gloucester, Dentist. Dec 16 at 3, at offices of R. Wheeler, Portland-st, Cheltenham.
Mead, Chas, Lambeth-walk, Dairyman. Dec 19 at 2, at offices of Cobb & Southey, Lincoln's-inn-fields.
Middlebrook, Thos, Walsall, Stafford, Licensed Victualler. Dec 15 at 12, at offices of J. E. Sheldon, High-st, Wednesbury.
Mossop, Hy, Lpool, Provision Dealer. Dec 15 at 3, at offices of M. Nordon, Cook-st, Lpool.
Ottaway, John Betts, Parliament-st, Westminster, Refreshment-house Keeper. Dec 22 at 1, at offices of W. E. Stack, Lothbury. Pope, Gt James-st, Bedford-row.
Paine, Hy, Rotherfield, Sussex, Builder. Dec 19 at 3, at the Royal Oak Inn, Tonbridge Wells. Cripps, Tonbridge Wells.
Pawlyn, Robt Sandercock, Stonehouse, Devon, Coach Painter. Dec 15 at 3, at offices of W. Bray, Edgcumbe-st, Stonehouse.
Pool, John Hucks, Markfield, Leicester, Farmer. Dec 17 at 2, at offices of H. A. Owston, Friar-lane, Leicester.
Sharpe, John Fendick, Sutton-on-Trent, Nottingham, Farmer. Dec 16 at 12, at the Clinton Arms Hotel, Newark. Belk, Nottingham.
Sheldrake, Gosling Mullander, Bronti-place, East-street, Walworth, Pickle Manufacturer. Dec 13 at 2, at offices of W. R. Buchanan, Basinghall-st.
Shrewsbury, Hy Geo, White Horse-rd, Croydon, Warehouseman. Dec 19 at 1, at offices of F. Southey, Little Tower-street. Potts, New-inn, Strand.
Smith, John, Lavender-hill, Wandsworth-rd, Upholsterer. Dec 14 at 2, at offices of Lewis & Lewis, Ely-pl, Holborn.
Southall, Wm, Bromfield Hall, Mold, Flint, Colliery Proprietor. Dec 16 at 1, at the Queen Hotel, Chester. Kelly & Co, Mold.
Stephenson, Jas, Jas Galley Watson, & Robt Hedley Nicholson, Sunderland, Durham, Grocers. Dec 15 at 12, at offices of T. Steel, Lambton-st, Sunderland.
Studdy, Hugh McPherson, Newcastle-upon-Tyne, Hop Merchant. Dec 14 at 1, at offices of T. G. Gibson, Mosley-st, Newcastle-upon-Tyne.
Thomas, Hugh, Plas Shelwali, Pentraeth, Anglesey, Farmer. Dec 14 at 1, at the Victoria Hotel, Menai Bridge, Anglesey.
Wake, Alfd Edwd Baker, Wellow, Isle of Wight, Butcher. Dec 19 at 3, at Warburton's Hotel, Newport. Hooper.
Way, Francis Hopkins, Weston-super-Mare, Somerset, Carver. Dec 16 at 12, at offices of Barnard, Thomes, Tribe, & Co, Albion-chambers, Bristol. Hammonds, Bristol.
West, Thos, Leeds, Toy Dealer. Dec 12 at 3, at office of J. Walker, East-parade, Leeds.
Wight, Wm, Sunderland, Durham, Iron Merchant. Dec 12 at 12, at the Queen's Hotel, Fawcett-st, Sunderland.
Wightman, David, Walsall, Stafford, Draper. Dec 15 at 3, at offices of Duignan, Lewis, & Co, Walsall.
Woodhall, John, Blackpool, Provision Dealer. Dec 14 at 11, at office of Leigh & Ellis, Commercial-yd, Wigan.
Wright, Luke, jun, Ilkeston, Derby, Grocer. Dec 20 at 11, at offices of D. W. Heath, St Peter's Church-walk, Nottingham.

TUESDAY, Dec. 6, 1870.

Bailey, Joseph, Russia-row, Milk-st, Lace Warehouseman. Dec 20 at 2, at office of J. Raw, Furnival's-inn, Holborn.
Barnshaw, Thos Wm, Ann's-ter, Walham-green, Livery-stable Keeper. Dec 15 at 3, at offices of R. J. Dobie, Basinghall-st.
Beales, Benj Dawson, Oseney-cres, Camden-rd, Apothecary. Dec 22 at 11, at offices of Launcey & Kent, Cecil-st, Strand.
Biggerstaff, Thos, Chepstow, Monmouth, Bootmaker. Dec 20 at 12, at office of J. B. Dixon, College-green, Bristol.
Bishop, Wm, Pool-rd, Valentine-rd, Hackney, Foreman. Dec 23 at 3, at offices of T. Durant, Guildhall-chambers, Basinghall-st.
Bodington, John, Handsworth, Stafford, Corn Dealer. Dec 22 at 12, at office of W. H. Griffin, Bennett's-hill, Birm.
Brierley, Richd, Walton-le-Dale, Lancaster, Joiner. Dec 19 at 11, at offices of Plant & Abbott, Cannon-st, Preston.
Cherry, Jabez, Redbourn, Hertford, Tailor. Dec 19 at 12, at offices of Smith, Fawdon, & Low, Bread-st, Cheapside.
Cornwell, Rev. Wm, Crossens, Lancaster, Clerk. Dec 20 at 2, at office of J. P. Harris, Union-ct, Castle-st, Lpool.
Cox, Alfd, Birm, Staymaker. Dec 20 at 3, at offices of R. M. Wood, Waterloo-st, Birm.
Cuzner, Jas, Kingston-upon-Hull, Surgical Instrument Maker. Dec 15 at 3, at offices of Meuds, Land of Green Ginger, Kingston-upon-Hull.
Davis, Reuben, Gloucester, Brazier. Dec 19 at 3, at the Spread Eagle Hotel, Northgate-st, Gloucester.
Duckett, John, Birkenhead, Chester, Grocer. Dec 14 at 2, at office of T. M. Downham, Market-st, Birkenhead.
Easby, Chris, Sheffield, Truss Manufacturer. Dec 16 at 11, at offices of W. J. Clegg, Bank-st, Sheffield.
Eccles, Matthew, Pitsmoor, Sheffield, Bricklayer. Dec 16 at 2, at offices of A. Taylor, Norfolk-row, Sheffield.
Elliott, Robt, Ashby-de-la-Zouch, Leicester, Cabinet Maker. Dec 21 at 11, at offices of H. P. Dewes, Market-st, Ashby-de-la-Zouch.
Faulkner, John, Lpool, Merchant. Dec 23 at 3, at offices of R. Baxter, Lpool.
Fielder, Fredk, Winchester, Southampton, Innkeeper. Dec 13 at 1, at the Eagle Hotel, Winchester.
Gannaway, Isaac Turner, Gloucester, Butcher. Dec 19 at 11.30, at office of P. Cooke, Pitt-st, Gloucester.
Harris, John, Marine-st, Bermondsey, Carman. Dec 16 at 3, at offices of Hicklin & Washington, Trinity-st, Borough.
Hicken, Chas, Oldbury, Worcester, Farmer. Dec 20 at 11, at offices of Messrs. Caddick, New-st, West Bromwich,
Hughes, David, Everton, Lpool, Joiner. Dec 16 at 1, at offices of Messrs. Holden, Chapel-st, Lpool.
Hughes, Wm Hy, Westbromwich, Stafford, out of business. Dec 19 at 11, at offices of H. Jackson, Lombard-st, West bromwich.
Hutchings, Louisa, New Sleaford, Lincoln, General Dealer. Dec 22 at 12, at the County Court Office, Boston. Dyer.
Jeffries, Geo Fish, Praed-st, Paddington, Grocer. Dec 14 at 2, at offices of Holmer, Robinson, & Stoneham, Philpot-lane.
King, Dani Willis, Strood, Kent, Engineer. Dec 13 at 3, at offices of J. Copland, Edward-st, Sheerness.
Lewis, Emma, Birm, out of business. Dec 16 at 12, at offices of Saunders & Bradbury, Cherry-st, Birm.
Marsland, Peter, Huddersfield, York, Boiler Maker. Dec 19 at 4, at office of J. Sykes, Market-walk, Huddersfield.
Meddins, Geo, Newtown, Montgomery, Innkeeper. Dec 19 at 12, at offices of J. S. Jones, Severn-st, Newtown.
Miller, John, Cobridge, Stafford, out of business. Dec 19 at 11, at offices of Messrs. Tennant, Cheapside, Hanley.
Myers, Wm, Lpool, Salt Agent. Dec 16 at 12, at offices of Theobalds & Co, South Caste-st, Lpool.
Nicholas, Wm, Birm, Draper's Assistant. Dec 20 at 3, at offices of M. Maher, Upper Temple-st, Birm.
Pack, Robert, Wigan, Lancaster, Forge Master. Dec 19 at 3, at offices of W. S. France, Churchgate, Wigan.
Raynor, Edward, Lancaster-gate, Hyde-park, Russia Broker. Dec 16 at 1, at offices of Mr. Bailey, Gresham House, Old Broad-st. Thomas, Gray's-inn-pl.
Reynolds, Wm Alsop, Daventry, Northampton, Builder. Dec 17 at 11, at office of C. B. Roche, St Giles-st, Northampton.
Ricketts, John, Lpool, out of business. Dec 19 at 3, at offices of Messrs. Morecroft, Clayton-sq, Lpool.
Sharp, Jas, Elizabeth-st, Pimlico, Saddler. Dec 22 at 12, at offices of C. Wright, Chancery-lane.
Sharpe, John Fendick, Sutton-on-Trent, Northampton, Farmer. Dec 16 at 12, at the Clinton Arms Hotel, Newark-upon-Trent. Belk, Nottingham.
Short, Thos, Bath, Licensed Victualler. Dec 16 at 1, at office of T. Wilton, Old King-st, Bath.
Skinner, Benj, Beulah-pl, Wood-green, Hay Dealer. Dec 28 at 3, at offices of E. E. Marshall, Hatton-garden.
Tate, Alfred, Dewsbury, York, Stone Mason. Dec 20 at 3, at offices of Scholes & Brearey, Leeds-rd, Dewsbury.
Walker, Wm, East Retford, Nottingham, Hosier. Dec 19 at 12, at offices of Marshall & Son, East Retford. Bescoby, East Retford.
Walmsley, Edwin, Maidstone, Kent, Tailor. Dec 16 at 1, at the Bringe House Hotel, London-bridge. Goodwin, Maidstone.
Ward, Turner, Killamarsh, Derby, no business. Dec 20 at 1, at offices of Broomhead & Wightman, Bank-chambers, George-st, Sheffield.
Warren, John Fras, Fenny Stratford, Buckingham, Builder. Dec 16 at 3, at office of W. Stimson, Mill-st, Bedford.
Wells, Geo, Moreton-in-Marsh, Gloucester, Innkeeper. Dec 17 at 4, at the Unicorn Inn, Moreton-in-Marsh. Coulton, Moreton-in-Marsh.
White, Geo Hebersdon, & Thos Ewart White, Chesham, Buckingham, Drapers. Dec 29 at 12, at offices of Marsden & Chubb, Friday-st, Cheapside.
White, Isaac, jun, Bath, Somerset, Licensed Victualler. Dec 21 at 3.30, at offices of Stone & Co, Queen-sq, Bath.
Wilson, Joe, Wakefield, York, Boot Maker. Dec 20 at 11, at offices of Wainwright & Co, Crown-ct, Wakefield.
Woolley, Thos, Derby, Silk Manufacturer. Dec 19 at 1, at offices of S. Leech, Full-st, Derby. Bygatt, Sandbach.
Wright, Fras Mason, Charlton, Kent, Retired Paymaster, R.N. Dec 17 at 11, at offices of Anderson & Son, Ironmonger-lane, Cheapside.